VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

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

AGENDA
CITY OF PALATKA
October 25, 2012

CALL TO ORDER:
a. **SEE SPECIAL AGENDA – STUDENTS IN GOVERNMENT**
b. Roll Call

APPROVAL OF MINUTES – 10/11/12

1. **PUBLIC RECOGNITION/PRESENTATIONS:**
   - **a. PROCLAMATIONS**
     1. **City Government Week** – October 21 - 27, 2012
     2. **National Hospice Month** – November, 2012 – Hospice of the Nature Coast
     3. **Children's Grief Awareness Day** – November 15, 2012 – Rodney Phillips, Bertie Allender, And Bobby Laffetry, D.O., Hospice of the Nature Coast
   - **b. STUDENT OF THE MONTH** – October, 2012 – Mayor Myers & Commissioner Kitchens

Daisy Amiya Ramos	Beasley Middle School
Max Gilson	Browning Pearce Elementary School
Jahara Campbell	Children's Reading Center Charter School
Arbual Perry	E.H. Miller School
Demonie Greene	James A. Long Elementary School
Jess Motes	Jenkins Middle School
Mara McQuaig	Kelley Smith Elementary School
Michael Norris	Mellon Elementary School
De'Shawn Davis	Moseley Elementary School
Savanah Martin	Palatka High School
Kristen Flateau	Peniel Baptist Academy

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

3. **CONSENT AGENDA:**
   - ***a. Adopt Resolution No. 9 - 42** awarding a bid to Halifax Construction in the amount of $993,020.48 for the Palatka Municipal Airport Taxiway C Pavement & Drainage Rehabilitation Project and authorizing the City Manager and Clerk to execute & attest the contract agreement
   - ***b. Adopt Resolution No. 9 - 43** authorizing the City Manager and Clerk to execute and attest Passero Associates' Supplemental Agreement No. 12-31 R in an amount not to exceed $115,104.86 for resident engineering, inspection & other services incidental to Taxiway C Pavement & Drainage Rehabilitation Project
   - ***c. Adopt Resolution No. 9 - 44** authorizing the City Manager & Clerk to Execute and Attest Passero Associates Work Order No. 11-29 in an amount not to exceed $4,000.00 for final design, bidding & construction costs for Palatka Municipal Airport Building B-2 Rehabilitation Project;
   - ***d. Adopt Resolution No. 9 - 45** authorizing the City Manager and Clerk to execute and attest Halifax Paving, Inc. Contract Change Order No. 3 authorizing additional funding in the amount of $8,126.82 for Runway 9-27 Pavement Rehabilitation Project, FIN#4290976-1-94-12, adding signage improvements;

3. **CONSENT AGENDA (Continued)**
   - ***e. Adopt Resolution No. 9 - 46** authorizing execution of a Tropical Storm Debby (FEMA – 4068-DR-FL) Federally Funded Public Assistance Cost Share Agreement to repair damages to storm drain systems caused by storm water infiltration during Tropical Storm Debby;
   - ***f. Adopt Resolution No. 9 - 47** authorizing the execution of a Commercial Card Agreement with Commerce Bank;
   - ***g. Adopt Resolution No. 9 - 48** amending the time of Community Redevelopment Agency meetings to 5:00 p.m.
   - ***h. Amend dates & time for Special Events Permit No. 12-14** for Palatka Main Street Truck & Jeep Rally to grant permission to exceed allowable noise levels on November 23, 2012 from 9 pm – 11 pm, per Special Events Coordinator's recommendation – Palatka Main Street, Applicant

* 4. **PUBLIC HEARING/DRAFT ORDINANCE** – Planning Board Recommendation to amend the Public Facilities Element of the Adopted Comprehensive Plan to provide for exceptions to required annexation of contiguous properties utilizing City Water and Sewer Utilities – ***Authorize transmittal of draft ordinance to state agencies for review***

* 5. **RESOLUTION No. 9-49** authorizing the execution of a Lease Agreement with the North Florida Broadband Authority to allow equipment to be placed on the City of Palatka Water Tower – Adopt

* 6. **ORDINANCE 12-45** – Planning Board recommendation to amend Zoning Code Section 94-152 to add certain conditional uses to Recreation and Open Space (ROS) Zoning Districts – 1st Reading

* 7. **ORDINANCE 12-46** – Planning Board Recommendation to amend the zoning from DR (Downtown Riverfront) to ROS (Recreation & Open Space) – 1st Reading

* 8. **ORDINANCE** setting forth Police Gun Range Fee Schedule and Rules – 2nd Reading, Adopt

* 9. **ORDINANCE** establishing administrative fees and responsibilities for towing of vehicles used in crimes, criminal code violations and other non-criminal violations – 2nd Reading, Adopt

* 10. **PRESENTATION/DISCUSSION** regarding Disposition of Surplus City Property - Thad Crowe, Planning Director

11. **ADMINISTRATIVE REPORTS**

12. **COMMISSIONER COMMENTS**

13. **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 – Halloween Trick or Treat (6 – 8 pm)
Nov. 6 – General Election
Nov. 12 – City Offices closed to observe Veteran's Day
Nov. 15 & 16 – FLC Legislative Conference - Orlando
Nov. 22 & 23 – City offices closed to observe Thanksgiving Holiday
Dec. 24 & 25 – City offices closed to observe Christmas Holiday
Jan. 1, 2013 – City offices closed to observe New Years Day Holiday

Board Openings:
Palatka Housing Auth. Board 1 Vacancy
Code Enforcement Board: 2 Vacancies (Arch. & Sub Contr.)

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

LEGRA KITCHENS
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COMMISSIONER

CITY OF PALATKA
FLORIDA

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

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DONALD E. HOLMES
CITY ATTORNEY

SPECIAL AGENDA
STUDENTS IN GOVERNMENT
CITY OF PALATKA
October 25, 2012

1. **CALL TO ORDER:**

   a. **Invocation**
   b. **Pledge of Allegiance**
   c. **Roll Call: Presentation of Honorary City Officials**

Elected Officials:	Appointed Officials:
Mayor	City Manager
Vice Mayor	City Clerk
Commissioner	Finance Director
Commissioner	Police Chief
Commissioner	Fire Chief
	City Attorney
	Planning Director
	Chief Building Official

2. **SPECIAL BUSINESS:**
   a. **Students in Government**
      1. **Proclamation** – Student Government Day – November 2, 2012
      2. **Motions**

3. **ADJOURN SPECIAL MEETING:** Return of Gavel to Mayor Myers

PHONE: (386) 329-0100

201 N. 2ND STREET • PALATKA, FLORIDA 32177
www.palatka-fl.gov

FAX: (386) 329-0106

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 21 – 27, 2012**."

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

CITY OF PALATKA

BY: _____
Vernon Myers, MAYOR

ATTEST:

_____
City Clerk

WHEREAS, hospice and palliative care offer the highest quality services and support to patients and family caregivers facing serious and life-limiting illness; and

WHEREAS, hospice care and palliative care providers take the time to ask what's important to those they are caring for – and listen to what their patients and families say; and

WHEREAS, skilled and compassionate hospice and palliative care professionals – including physicians, nurses, social workers, therapists, counselors, health aids, and clergy – provide comprehensive care focused on the wishes of each individual patient; and

WHEREAS, through pain management and symptom control, caregiver training and assistance, and emotional and spiritual support, allowing patients to live fully up until the final moments, surrounded and supported by the faces of loved ones, friends and committed caregivers; and

WHEREAS, the provision of quality hospice and palliative care reaffirms our belief in the essential dignity of every person, regardless of age, health, or social status, and that every state of human life deserves to be treated with the utmost respect and care; and

WHEREAS, every year more than 1.5 million Americans living with life-limiting illness, and their families, received care from the nation's hospice programs in communities throughout the United States; and

WHEREAS, more than 468,000 trained volunteers contribute 22 million hours of service to hospice program annually; and

WHEREAS, hospice and palliative care providers encourage all people to learn more about options of care and to share their wishes with family, loved ones, and their healthcare professionals.

NOW THEREFORE, I, Vernon Myers, Mayor of the City of Palatka, together with the members of the Palatka City Commission, do hereby proclaim November 2012 to be

NATIONAL HOSPICE AND PALLIATIVE CARE MONTH

In the City of Palatka, and encourage citizens to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 25th day of October, in the Year of Our Lord Two Thousand Twelve.

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

PALATKA CITY COMMISSION

_____

By: Vernon Myers, MAYOR

WHEREAS, Children who have a loved one die, especially a close family member, experience intense inner turmoil; and

WHEREAS, Every school district has students who have experienced personal loss and there are more grieving children than most of us realize; and

WHEREAS, The Florida legislature resolved on April 7, 2011 to observe Children's Grief Awareness Day in Florida annually on the Thursday before Thanksgiving; and

WHEREAS, Children's Grief Awareness Day provides an opportunity for all of us to raise awareness of the painful impact that the death of a loved one has in the life of a child, an opportunity for all of us to recognize and support the millions of grieving children across the nation, the thousands of grieving children right in our own communities, and the grieving children we know and see in our daily lives; and

WHEREAS, Parental grief is boundless and touches every aspect of a parent's being; and

WHEREAS, Herry's Kids Pediatric Services provides specialized services to children and teens with life-threatening illnesses, and offers grief support and therapeutic camps for young people and their loved ones who have experienced a loss; and

NOW, THEREFORE, I, Vernon Myers, Mayor of the City of Palatka, together with the members of the Palatka City Commission, do hereby proclaim Thursday, November 13, 2012 as

CHILDREN'S GRIEF AWARENESS DAY

In the City of Palatka, Florida, and applaud the work currently being accomplished and support grieving children on their journey toward hope after a loved one dies.

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of the City of Palatka to be affixed this 25th day of October, in the Year of Our Lord Two Thousand and Twelve.

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

PALATKA CITY COMMISSION

_____

By: Vernon Myers, MAYOR

Agenda Item

3a

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT: Request for Resolution of the City of Palatka awarding construction contract to Halifax Paving Inc. for Taxiway C Pavement and Drainage Rehabilitation at Palatka Municipal Airport

DEPARTMENT:

ATTACHMENTS: ___ Ordinance ___ Resolution ___ Motion
_X_ Support Documents: Copy of Contract Agreement ___ Other

SUMMARY: This Resolution authorizes the execution of a Contractual Agreement in an amount not to exceed $993,020.48 for work incidental to the Taxiway C Pavement & Drainage Rehabilitation project at Palatka Municipal Airport. This project is grant funded at 95% through FAA (90%) and FDOT (5%). This contract is for furnishing all labor, equipment, and material to complete the project and to do so within the contract and contract documents as directed by the City. Halifax Paving Inc. was recognized as the lowest of all bids (6 in total) that were opened on July 10, 2012.

RECOMMENDED ACTION: Adopt Resolution approving execution of construction contract with Halifax Paving Inc. in an amount not to exceed $993,020.48 for Palatka Municipal Airport Taxiway C Pavement & Drainage Rehabilitation project.

DEPARTMENT HEAD John Youell — Submitted: Oct. 3, 2012 Date: — Requested Agenda Oct. 25, 2012 Date:

FINANCE DEPARTMENT — Budgeted X Yes ___No ___N/A Date: 10/18/12

CITY ATTORNEY — Approved as to Form and Correctness Date:

CITY MANAGER — Approved Agenda Item For: Date: 10/19/2012

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

RESOLUTION No. 9 - 42

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AWARDING A BID TO HALIFAX CONSTRUCTION IN THE AMOUNT OF $993,020.48 FOR THE PALATKA MUNICIPAL AIRPORT TAXIWAY C PAVEMENT AND DRAINAGE REHABILITATION PROJECT AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST THE CONTRACT AGREEMENT

WHEREAS, on 9/13/12 the Palatka City Commission (the **City**) adopted Resolution No. 9-27 accepting a grant award from the FAA in the amount of $1,133,323.00, identified as FIN 425171-2-94-13 to fund 90% of the Taxiway C & D rehabilitation and drainage improvements, (the **Project**), and

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

WHEREAS, the **City** deems it reasonable and necessary to enter into a construction agreement with Halifax Paving, Inc. for said **Project**.

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

1. That the Palatka City Commission awards the Taxiway C Pavement and Drainage Rehabilitation Project Bid to Halifax Paving, Inc.

2. That the City Manager and City Clerk are hereby authorized to execute and attest the Halifax Paving, Inc. Construction Agreement in an amount not to exceed $993,020.48 for the Taxiway C Pavement and Drainage Rehabilitation Project.

3. That the City Manager is hereby authorized to sign all contract and other documents as may be required in support of the **Project**, after review and approval by the City Attorney.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 25th day of October, 2012.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

_____

CITY ATTORNEY

Form of
CONTRACT AGREEMENT
City of Palatka
AIP Project No. 3-12-0061-022-2012
FDOT FIN Project No. 425171-2-94-13

THIS AGREEMENT, made as of _____ is

BY AND BETWEEN

the OWNER: ***City of Palatka***
201 N. Second St.
Palatka, FL 32177

And the CONTRACTOR:
(Name) Halifax Paving, Inc.
(Address) 860 Hull Road
(City, State, Zip Code) Ormond Beach, FL 32174

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **Palatka Municipal Airport** generally described as follows;

Taxiway C Pavement and Drainage Rehabilitation

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Special Provisions, Specifications, Plans, all issued addenda, Bid Advertisement, Notice-to-Bidders, Instructions-to-Bidders, Proposal, Performance Bond, Payment Bond, Wage Rate Determination, Supplemental Forms, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to

one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

$ Nine hundred ninety-three thousand, twenty dollars and forty eight cents.

(Amount in Written Words)

($993,020.48)
(Amount in Numerals)

subject to the following:

a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid, which is attached to and made a part of this Agreement;
b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within **ten (10) calendar** days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **120 calendar** days of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **$1,500.00** per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Bid shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal section of the Contract Documents shall apply under this Agreement as if fully rewritten herein.

Article 9 – Miscellaneous

a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;

b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;

c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;

d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

Passero Associates, LLC
13453 N. Main St., Suite 106
Jacksonville, FL 32218

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: City of Palatka

Address: 201 N. Second St.

Palatka, FL 32177

By: _____
Signature

_____
Title of Representative

ATTEST

By: _____
Signature

_____
Title

CONTRACTOR

Name: Halifax Paving, Inc.

Address: 860 Hull Rd

Ormond Beach, FL 32174

By: _____
Signature

_____
Title of Representative

ATTEST

By: _____
Signature

_____
Title

Agenda Item

3b

CITY of Palatka
FLORIDA

AGENDA ITEM

SUBJECT: Construction Administration Supplemental Agreement 12-31R for Taxiway C Pavement & Drainage Rehabilitation

DEPARTMENT: City Hall

ATTACHMENTS: ☐ Ordinance ☒ Resolution ☐ Motion
☐ Support Documents ☐ Other

SUMMARY:

Please see attached the Resident Engineering and Inspection, Material Testing, Review of Record Drawings Supplemental Agreement 12-31R in an amount not to exceed $115,104.86 for Taxiway C Pavement & Drainage Rehabilitation. This project is funded at 90% ($1,133,323.00) FAA, 5% ($62,962.00) Florida Department of Transportation and 5% ($62,962.00) City of Palatka participation ($1,259,247.00 TOTAL).

The total project cost for all contractual obligations and City administration is $1,259,247.00.

RECOMMENDED ACTION:

Adopt resolution No. 943 authorizing the City Manager and City Clerk to execute and attest the Construction Administration Supplemental Agreement 12-31R for the Taxiway C Pavement & Drainage Rehabilitation Project.

DEPARTMENT HEAD
Submitted: Date:
Requested Agenda: Jonathan Griffith Date: 10-25-12

FINANCE DEPARTMENT Budgeted ☒ Yes ☐ No ☐ N/A Date: 10/18/12

CITY ATTORNEY Approved as to Form and Correctness Date: _____

CITY MANAGER Approved Agenda Item For: (N) Date: 10/15/12

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

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

H:\City Commission\Agenda Requests\CC Agenda Taxiway C Pvmnt Drng Rehab Passero Constr Admin 10-25-11.doc

RESOLUTION No. 9-43

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST PASSERO AND ASSOCIATES' SUPPLEMENTAL AGREEMENT 12-31R IN AN AMOUNT NOT TO EXCEED $115,104.86 FOR RESIDENT ENGINEERING, INSPECTION, AND OTHER SERVICES INCIDENTAL TO TAXIWAY C PAVEMENT & DRAINAGE REHABILITATION PROJECT

WHEREAS, on 9/13/12 the Palatka City Commission (the **City**) adopted Resolution No. 9-27 accepting a grant award from the FAA in the amount of $1,133,323.00, identified as FIN 425171-2-94-13 to fund 90% of the Taxiway C & D rehabilitation and drainage improvements, (the **Project**), and

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

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

WHEREAS, Passero Associates, the City's designated Airport Engineers, has proposed supplemental agreement 12-31R in an amount not to exceed $115,104.86 for construction administration services for the Taxiway C Pavement & Drainage Rehabilitation project, (the **Project**); and

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

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

1. That the City Manager and City Clerk are hereby authorized to execute and attest Passero & Associates supplemental agreement 12-31R in an amount not to exceed $115,104.86 for construction administration services for the Taxiway C Pavement & Drainage Rehabilitation project.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 25th day of October, 2012.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

_____

CITY ATTORNEY

City of Palatka – Palatka Municipal Airport

Resident Engineering and Inspection, Material Testing, Review of Record Drawings

Taxiway C Pavement & Drainage Rehabilitation

(Supplemental Agreement 12-31R)

SA 12-31R
PA PROJECT NO. 24000010.031R

Taxiway C Pavement and Drainage Rehabilitation
Resident Engineering and Inspection, Material Testing, Review of Record Drawings

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

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

Project Description: Professional services (during pre-construction, construction and project closeout) for Taxiway C Pavement and Drainage Rehabilitation. (See attached Project Sketch.)

Scope of Basic Services: Resident engineering and inspection, project management, and review of Record Drawings (by Contractor) during the rehabilitation of Taxiway C Pavement and Drainage Project.

Scope of Special Services: Quality Assurance (QA) material testing.

Client Manager: Mr. Michael Czymbor, City Manager.

Airport Manager: Mr. John Youell.

PA Program Manager: Mr. Andrew Holesko, CM.

PA Project Manager: Mr. Matt Singletary, P.E., Project Engineer

Basic Services Compensation and Method of Payment:	Not-to-Exceed	$ 97,607.84
Special Services Compensation and Method of Payment:	Not-to-Exceed	$ 17,497.02 (Material testing)
Total Project Cost:	Not-to-Exceed	$115,104.86

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

Meetings: As needed and directed by the City.

Deliverables:
1. Project management and coordination services.
2. Resident engineering / inspection services.
3. Quality assurance and material testing services.
4. Review of Record Drawings and project closeout documentation for the FAA and FDOT.

"CONSULTANT" – PASSERO ASSOCIATES, LLC

BY: _____

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

ATTEST BY: _____

"CLIENT" - CITY OF PALATKA

BY: _____

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

BY: _____

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

ATTEST BY: _____

ATTACHMENT A-1

Scope of Work

Project: Taxiway C Pavement and Drainage Rehabilitation
Resident Engineering and Inspection, Material Testing, Record Drawings

Palatka, Florida

I. PROJECT DESCRIPTION

The project will involve the resident engineering and inspection of the construction of Taxiway C Pavement and Drainage Rehabilitation project. The primary item is the rehabilitation of approximately 3,430 linear feet of Taxiway C asphalt pavement, from an existing width of 40 feet to a proposed width of 35 feet, by mill and asphalt overlay. The remaining 5 feet of the existing asphalt taxiway will be removed and replaced with sod. Taxiway D, which serves as a connector to Runway 17-35, is proposed to be rehabilitated in the same manner as described above for Taxiway C; this includes approximately 345 linear feet of taxiway pavement.

~~There is currently no taxiway connector leading directly to the Runway 17 threshold. Construction of a new asphalt surfaced Taxiway connector, Taxiway C1, approximately 265 feet long with variable width, is proposed to provide direct access to the full length of Runway 17.~~

This project also includes electrical improvements consisting of the relocation inward of the existing Taxiway C edge lights; installation of new Taxiway edge lights and guidance signage; drainage rehabilitation consisting of the replacement of multiple storm sewer structures and associated pipes; and installation of pavement markings.

(See attached Project Sketch.)

II. BASIC SERVICES

Passero Associates (CONSULTANT) will provide the following basic services to assist the City of Palatka (CITY) with the construction phase of the Taxiway C Pavement and Drainage Rehabilitation at Palatka Municipal Airport (Kay Larkin Field).

A. PROJECT MANAGEMENT AND COORDINATION (With City Staff)

Throughout the duration of the project, the CONSULTANT shall assist the City in managing the technical and administrative components of the project. The CONSULTANT will provide periodic updates to the Airport Manager, City Manager and the City Commission, as requested throughout the life of the project.

B. CONTRACT ADMINISTRATION PHASE

In the Construction Administration Phase, the CONSULTANT shall assist the City in administering the construction contract with the selected Contractor for compliance with applicable regulations. In this task, administrative, inspection and supporting staff will:

1. Provide consultation and advice to the CITY during construction, including the holding of a pre-construction conference, attendance at weekly construction coordination meetings and other meetings required during the course of construction. Prepare, review, and distribute minutes of all meetings, if applicable.

2. Review, approve or take appropriate action on all contractor submittals, such as construction schedules and phasing schedules, shop drawings, product data, catalog cuts, and samples, for conformance with the construction contract requirements.

3. Review and take appropriate action on alternative construction methods proposed by the Contractor.

4. Review and process supplemental drawings and change orders necessary to properly execute the work within the intended scope and to accommodate changed field conditions.

5. Assist the CITY in resolving Contractor claims and disputes.

6. Interpret the requirements of the contract documents and advise the Contractor of these requirements on behalf of the CITY.

7. Review and Furnish the CITY one reproducible set of the record drawings for the completed project.

8. Participate in the pre-final and final inspections of the completed project with City / Airport personnel, the FAA, the FDOT, and the Contractor.

9. Provide assistance to the CITY as an expert witness in any litigation that may arise from the development or construction of the project.

C. RESIDENT ENGINEERING / CONSTRUCTION INSPECTION PHASE

In the Resident Engineering / Construction Inspection Phase, the CONSULTANT shall provide on-site monitoring of construction procedures by full-time and part-time resident project representatives, inspectors and supporting staff who will:

1. Maintain a project record in accordance with the requirements of the State of Florida Department of Transportation for aviation capital projects.

2. Review documents and submissions by contractors pertaining to scheduling and advise the CITY as to their acceptability.

3. Observe the work to determine conformance to the contract documents and to ascertain the need for correction or rejection of the work.

4. Attend, conduct, and prepare minutes for pre-construction conference, pre-paving conference, weekly progress meetings, final inspection of the completed project, and any other special meetings as needed or requested.

5. Arrange for, conduct or witness field, laboratory or shop tests of construction materials as required by the plans and specifications.

6. Determine the suitability of materials on the site, and brought to the site, to be used in construction.

7. Interpret the contract plans and specifications and monitor the construction activities to maintain compliance with the intent of the design.

8. Measure, compute or check quantities of work performed and quantities of materials in-place for partial and final payments to the Contractor.

9. Prepare and submit inspection reports of construction activity and problems encountered, as required by the CITY, the State of Florida Department of Transportation and the Federal Aviation Administration.

10. Prepare, review and approve monthly and final payments to Contractor.

11. Prepare final records, record drawings and certification of project completion.

D. RESPONSIBILITIES / DUTIES OF INSPECTION STAFF

The on-site administration and inspection staff is responsible for monitoring construction activity on the project and documenting their observations in a formal project record, including the following:

- Engineer's Daily Project Diary
- Inspector's Daily Reports
- Field measure quantities on a daily basis
- Prepare Statement of Days Charged on a weekly basis
- Summary of Inspector's Daily Reports
- Preparation of FAA Weekly Reports
- Prime/Subcontractor Work Summary
- Preparation of Material Acceptance Reports
- Certification and Testing Log Book
- Conduct weekly project meetings with CITY and Contractors and prepare meeting minutes
- Conduct Wage Rate Interviews with Prime/Subcontractors
- Review Subcontractor Approval Forms
- Review Weekly Payrolls for Prime/Subcontractors
- Preparation of Periodic Payment Request for Contractor
- Retain copies of EEO Monthly Utilization Reports for audit

- Preparation and review of Change Orders/Force Account work
- Maintain Redline "Record Drawings" and records as work progresses.

The administration and inspection staff is also responsible for monitoring construction activity as it relates to aircraft operations, reporting any violations to the CITY, coordinating Notice to Airmen (NOTAMS) as required with CITY or designated representatives and to allow the construction of the project to be in compliance with the contract documents.

E. GRANTS ADMINISTRATION (ASSISTANCE) PHASE

CONSULTANT will assist the CITY throughout the duration of this construction contract. CONSULTANT will assist the CITY with the FAA and FDOT grant requirements, as requested. The grants administration phase shall include the following items of work:

1. Prepare Contractor payment requests, state and federal reimbursement request packages, letter-of-credit fund transfers, coordinate execution by CITY and submissions to the FAA and FDOT.

2. Assist CITY in compiling and submitting all necessary grant / project closeout documents required by the FAA and FDOT.

3. Prepare an update to the Disadvantaged Business Enterprise (DBE) Plan methodology (annual update).

III. SPECIAL SERVICES

The CONSULTANT will conduct Quality Assurance (Q/A) testing of materials, subcontracting for outside field, laboratory and / or shop tests of construction materials, as required by the plans and specifications.

Other special services (such as environmental studies, remediation or mitigation, etc.) are services that cannot be defined at this phase of the project (i.e., prior to construction and physical disturbance of the project site). If needed, additional special services shall be performed only as reviewed and approved by the City in writing.

END OF SCOPE OF SERVICES.

Agenda Item

3c

CITY of Palatka
FLORIDA

AGENDA ITEM

SUBJECT: Supplemental Work Order for Design, Bidding and Construction Costs for Building B-2 Rehabilitation Project

DEPARTMENT: Airport

ATTACHMENTS: ☐ Ordinance ☒ Resolution ☐ Motion
☒ Support Documents ☐ Other

SUMMARY:
This supplemental work order for design, bidding and construction costs in the amount of $4,000 is in addition to the original work order in the amount of $16,000. The total amount with approval of this supplemental agreement will be $20,000 for design, bidding and construction costs.

The original $16,000 was for preliminary design (to determine the actual future use of the building, and probable construction cost for rehabilitation).

The supplemental $4,000 is for the final design and preparation of bid documents, neither of which were included in the $16,000. The final design and bidding is exactly (and specifically) what Passero was directed to do (and did) by former City Manager Woody Boynton.

The total budget for the Building B-2 project is $172,879. The City of Palatka has executed a JPA for $120,000 and a supplemental JPA for $60,000 with the Florida Department of Transportation for a total of $180,000 in grant funding which will cover 100% of the project cost.

RECOMMENDED ACTION: Staff recommends approval of the supplemental agreement.
Adopt Resolution No 9-44 authorizing execution

DEPARTMENT HEAD
Submitted: Matt Reynolds Date: 10-10-12
Requested Agenda: Consent Date: 10-25-12

FINANCE DEPARTMENT Budgeted ☒ Yes ☐ No ☐ N/A Date: 10-10-12

CITY ATTORNEY	Approved as to Form and Correctness	Date: _____
CITY MANAGER	Approved Agenda Item For:	Date: 10/15/12

COMMISSION ACTION:

- ☐ Approved as Recommended
- ☐ Approved With Modification
- ☐ Other
- ☐ Disapproved
- ☐ Tabled To Time Certain

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

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RESOLUTION No. 9-44

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST PASSERO ASSOCIATES' WORK ORDER 11-29 IN AN AMOUNT NOT TO EXCEED $4,000.00 FOR FINAL DESIGN, BIDDING AND CONSTRUCTION COSTS FOR PALATKA MUNICIPAL AIRPORT BUILDING B-2 REHABILITATION PROJECT

WHEREAS, on 4/14/2011 the **City** adopted Resolution No. 8 – 93 entering into a Joint Participation Agreement with FDOT, identified as FP 43053019411, to fund 100% of the **Project**, or $120,000.00; and

WHEREAS, on 7/12/2012 the **City** also adopted Resolution No. 9 – 22 entering into a Supplemental Joint Participation Agreement with FDOT, identified as FP 43053019413, to fund 100% of the **Project**, or an additional $60,000.00; and

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

WHEREAS, Passero Associates, the City's designated Airport Engineers, has proposed supplemental agreement 11-29 in an amount not to exceed $4,000.00 for final design, bidding and construction costs for the Building B-2 Rehabilitation project, (the **Project**); and

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

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

1. That the City Manager and City Clerk are hereby authorized to execute and attest Passero & Associates supplemental agreement 11-29 in an amount not to exceed $4,000.00 for final design, bidding and construction costs for the Building B-2 Rehabilitation project.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 25th day of October, 2012.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

_____

CITY ATTORNEY

PASSERO-WO NO. 11 – 29
P.A. Project No. 24010.29

Building B-2 Rehabilitation
Final Design, Bidding and Construction Costs
(Supplement to Site Plan and Preliminary Design Authorization for $16,000)

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

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

Project Description: Final design, bidding and construction costs for Building B-2 rehabilitation (multiple uses).

Scope of Basic Services: Final design, bidding and construction costs for Building B-2 rehabilitation (multiple uses).

Scope of Special Services: None. (Note: No interior/exterior building testing or analysis is planned at this time.)

Client Manager: Mr. Woody Boynton, City Manager.

Client Project Coordinator: John Youell, Airport Manager.

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

Basic Services Compensation and Method of Payment:	Not-to-Exceed	$ 4,000.00
Special Services Compensation and Method of Payment:	None	$ 0.00
Total Project Cost:	Not-to-Exceed	$ 4,000.00

Note: This agreement is a supplement (of $4,000.00) to the Site Plan and Preliminary Design Authorization for $16,000. The total fee for Building B-2 Design and Bidding is $20,000.00.

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

Meetings: As needed and directed by the City.

Deliverables:
1. Final design, bidding and construction costs for Building B-2 rehabilitation (multiple uses).
2. Project meetings and presentations as directed by the City.

"CONSULTANT" – PASSERO ASSOCIATES, LLC

BY: _____

Andrew M. Holesko, Program Manager
Typed Name, Title

ATTEST BY: _____

ALEXIS N SCHMIDT

"CLIENT" - CITY OF PALATKA

BY: _____

Michael Czymbor, City Manager
Typed Name, Title

BY: _____

Vernon Myers (Mayor)
Typed Name, (Title)

ATTEST BY: _____

Agenda Item

3d

CITY COMMISSION AGENDA ITEM

SUBJECT: A Resolution of the City of Palatka, Florida, authorizing the City Manager and Clerk to execute and attest Halifax Paving, Inc. Contract Change Order No. 3 in the amount of $8,126.82 to add signage improvements to the Runway 9/27 Pavement Rehabilitation Project at Palatka Municipal Airport.

DEPARTMENT: Airport

ATTACHMENTS: __Ordinance X Resolution __Motion

_X_ Support Documents: Copy of proposed change order and signage plan __Other:

SUMMARY: Directional signs in the main entryway of the airport and facility identification signs do not reflect the same level of appearance and assistance as those found at other airports of similar size and operations. Additionally, 911 emergency addressing is difficult for first responders to understand. Installing traffic and building identification signs will work to improve both the appearance and functionality of the airport. This requested change order is to amend the existing contract with Halifax Paving Inc. for the rehabilitation of Runway 09/27 pavement. Funding for this change order will be provided by the FDOT at 100% (FIN 42097-1-94-12) and will not result in any project cost overrun, nor will it require additional funding from the City of Palatka.

RECOMMENDED ACTION: Adopt Resolution No. 9 - 45 approving execution of change order #3 with Halifax Paving Inc. in the amount of $8,126.82, for a new contract amount of $3,429,648.56, to add main entrance and facility sign installations/enhancements to the Runway 9/27 Pavement Project Contract at Palatka Municipal Airport.

DEPARTMENT HEAD: John Youell JEY Date: Oct. 12, 2012 Requested Agenda: 10/26/12

COORDINATION: Finance Dept. Budgeted __Yes __NO __N/A Date: _____

City Attorney: Approved as to Form and Correctness Date: _____

City Manager: Approved Agenda Item: (N) Date: 10/17/12

COMMISSION ACTION: __Approved as Recommended __Disapproved __Other

__Approved With Modification __Tabled To Time Certain

DISTRIBUTION: __APT __CA __CC __FIN __FD __P&C __PD __PLN __S&S __W&S __WTP __WWTP

RESOLUTION No. 9 - 45

entitled

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST HALIFAX PAVING, INC. CONTRACT CHANGE ORDER NO. 3 IN THE AMOUNT OF $8,126.82 TO ADD SIGNAGE IMPROVEMENTS TO THE RUNWAY 9/27 PAVEMENT REHABILITATION PROJECT AT PALATKA MUNICIPAL AIRPORT.

WHEREAS, on 09/08/2011 the Palatka City Commission (the **City**) entered into a contract with Halifax Paving Inc. for construction incident to the Runway 09/27 Rehabilitation & Drainage Improvements Project (the **Contract**) at Palatka Municipal Airport; and

WHEREAS, subsequent Change Orders #1 and 2 have brought the total **Contract** amount to $3,432,152.74, which was funded through FAA AIP No. 3-12-0061-021-21011/FDOT FIN 42517-4-94-11; and

WHEREAS, on 09/08/2011 the City of Palatka entered into a Joint Participation Agreement with the FDOT for REDI funding (100%) under FIN 42097-1-94-12 for Main Access Road Improvements (the **Project**), which was done in conjunction with the Runway 9/27 Rehabilitation Project, for the construction of signage improvements along the main entryway and at existing facilities, which requires a change order to the existing Halifax Paving, Inc. **Contract**; and

WHEREAS, the **City** deems it reasonable and necessary to authorize the execution of said Halifax Paving, Inc. **Contract** Change Order No. 3 in the amount of $8,126,82 for said signage improvements at Palatka Municipal Airport.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida, that the City Manager and City Clerk are hereby authorized to execute and attest the Halifax Paving, Inc. Runway 9/27 Pavement Rehabilitation Contract Change Order #3 in the amount of $8,126,92 for signage improvements, which is 100% funded through FDOT FIN 429097-1-94-12, for a new total contract amount of $3,429,648.56.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 25TH day of October, 2012.

CITY OF PALATKA

BY:_____
Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____

CITY ATTORNEY

Change Order No. 3
Original Contract: FAA AIP No. 3-12-0061-021-2011 / FDOT FIN 425171-4-94-11
September 26, 2012

Note: Change Order 3 for FDOT Funding Only (FIN 429097-1-94-12)

CONTRACTOR:
Halifax Paving, Inc.
P.O. Box 730549
Ormond Beach, FL 32173

CONTRACT FOR:
City of Palatka - Palatka Municipal Airport
Runway 9-27 Pavement Rehabilitation

CONTRACT DATE:	September 26, 2011	CONTRACT DURATION:	120 Days
NOTICE TO PROCEED:	October 6, 2011	COMPLETION DATE:	December 3, 2012

You are hereby authorized and directed to make the following change(s) in this Contract:

Change Order No. 3 covers the following changes:

Signage Improvements	**$8,126.82**
Note: Balance remaining (after completion of current work) in JPA/FIN 429097-1-94-12 (Main Access Road Pavement Rehabilitation) is $56,978.93.	
TOTAL	**$8,126.82**

Original Contract Sum	**$3,170,127.49**	(FAA/FDOT funded)
Change Order Number 1	**$246,861.25**	(FDOT funded)
Change Order Number 2	**$4,533.00**	(FDOT funded)
Change Order Number 3	**$8,126.82**	(FDOT funded)
New Contract Sum Including This Change Order	**$3,429,648.56**	(FAA/FDOT funded)

Change in Contract Time For Change 60 Days

Signature of the Contractor indicates agreement with the terms of this Change Order, including any adjustments in the Contract Sum and/or Contract time. Adjusted cost and time include all direct, indirect and impact costs and time delays, disruptions, inefficiency, acceleration and all other claims. Sub-contractors to be paid in full upon satisfactory and accepted completion of work. Allowances to be paid after submission, review, and acceptance (by Engineer) of proper documentation.

RECOMMENDED BY:
Passero Associates, LLC

10/3/12
By: Andrew Holesko Date Program Manager

AGREED TO:
Halifax Paving, Inc.

10-2-12
By: Thomas A. Durrance Date President

OWNER AUTHORIZATION BY:
City of Palatka

By: Michael Czymbor Date City Manager

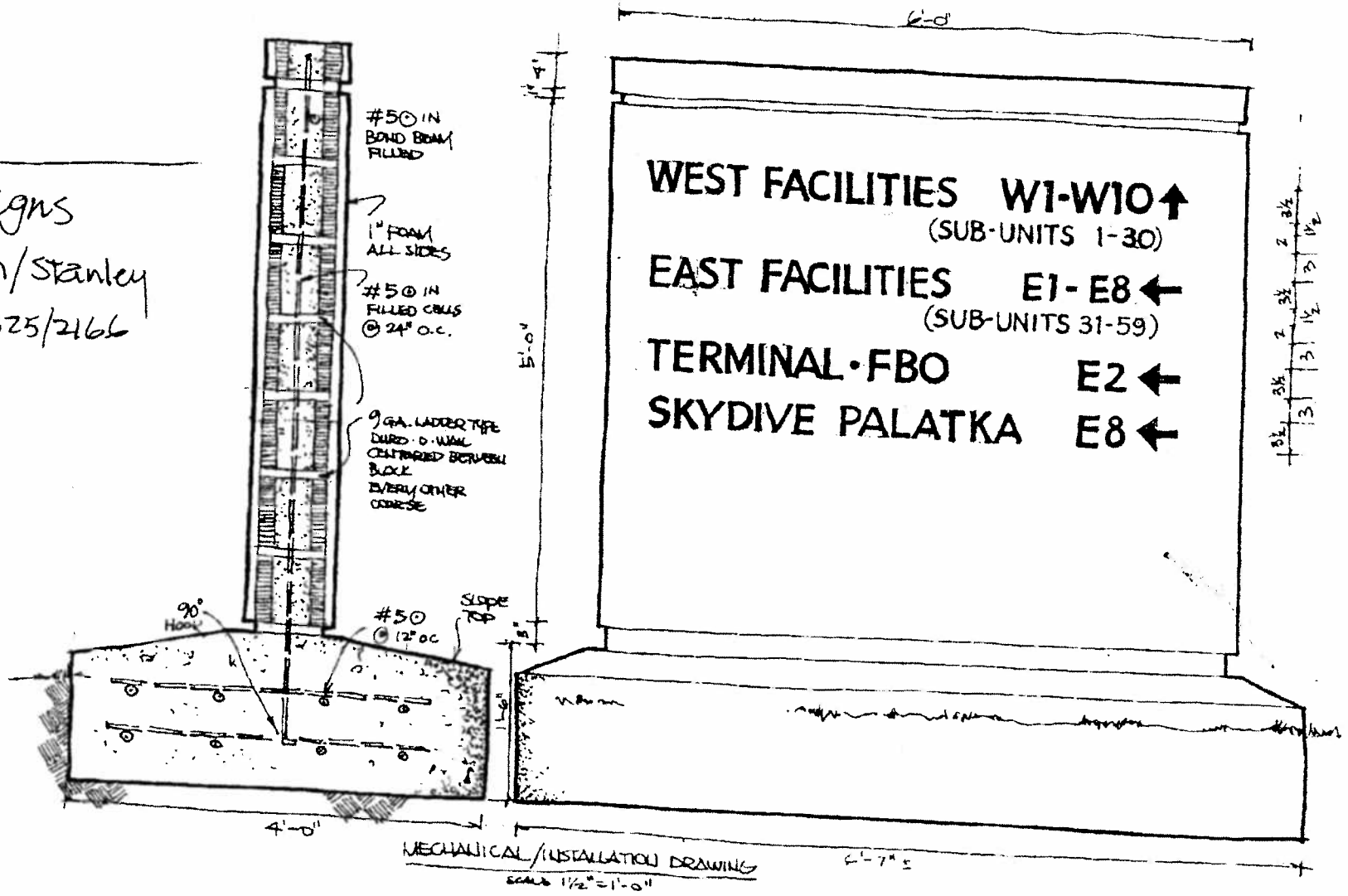
FDOT AUTHORIZATION BY:
FDOT District 2 Aviation

By: Gene Lampp Date Ports & Aviation

cmartone@pasero.com

[redacted]

designs
John/Stanley
386/325/2166



4015 Reid St
PALATKA MUNICIPAL AIRPORT

07/20/12

PUTNAM COUNTY GIS

Disclaimer: "This map is for reference only. Data provided are derived from multiple sources with varying levels of accuracy. Putnam County and its employees disclaim all responsibility for the accuracy or completeness of the data shown hereon."

E6 ← FLAT ALUM. SIGN

E8 ← PLASTIQUE #'S ONLY

* E3 NOTE: REDUCE SIGN SIZE FOR SMALLER FACILITY

SITE SIGNAGE LOCATIONS

4015 Reid St
PALATKA MUNICIPAL AIRPORT

W3 ← FLAT ALUM. SIGN

07/20/12

W1 ← PLASTIQUE #'S ONLY (SIMILAR TO EXTS — TERMINALS) (OLD 4B)

SITE SIGNAGE LOCATIONS

Prepared by: JK	Checked by: VES	Approved by: VES			
Date: 07/06/11	Date: 07/06/11	Date: 07/06/11			
Source: PUTNAM CO. GIS OFFICE					

Disclaimer: "This map is for reference only. Data provided are derived from multiple sources with varying levels of accuracy. Putnam County and its employees disclaim all responsibility for the accuracy or completeness of the data shown hereon."

PUTNAM COUNTY GIS

E1 * NOTE: REDUCE SIGNSIZE FOR SMALLER FACILITY

Agenda Item

3e

CITY of Palatka FLORIDA

AGENDA ITEM

SUBJECT: Federally Funded Public Assistance Funding Agreement for Tropical Storm Debby

DEPARTMENT: City Hall

ATTACHMENTS: ☐ Ordinance ☒ Resolution ☐ Motion
☐ Support Documents ☐ Other

SUMMARY:

This past June the State of Florida was impacted by Tropical Storm Debby. On July 3, 2012, President Barack Obama issued a major disaster declaration (FEMA-4068-DR-FL) for the State of Florida. Putnam County was among the counties authorized for Public Assistance. During this event the City of Palatka responded to two locations to make repairs caused by surcharge to sewer lines from storm water infiltration. During these events heavy flooding leads to flooded streets and yards where water can make it into the system through manhole covers, improperly secured cleanouts and joints in pipes. Following this event, City staff made a claim for Public Assistance in the amount of $13,832.02 for the following two projects:

14th Street and Washington Street

At the intersection of 14th St. & Washington St. the City of Palatka experienced a blockage and subsequent break in an 8" clay sewer line due to surcharge storm water infiltration. This line was excavated and replaced with 8" PVC.

13th Street and Olive Street

At the intersection of 13th St. & Olive St. a brick manhole failed due to storm water infiltration and higher than normal flow levels. City crews worked to excavate the manhole and get it flowing during the storm event. The manhole was later replaced with a precast concrete manhole approximately a week later.

RECOMMENDED ACTION:

Adopt resolution No. 9-46 authorizing the Mayor and City Clerk to execute and attest the Tropical Storm Debby (FEMA-4068-DR-FL) Federally Funded Public Assistance Agreement.

DEPARTMENT HEAD

Submitted: Date:

Requested Agenda: Jonathan Griffith Date: 10-25-12

FINANCE DEPARTMENT Budgeted ☐ Yes ☒ No ☐ N/A Date: 10/18/12

CITY ATTORNEY Approved as to Form and Correctness Date: _____

CITY MANAGER Approved Agenda Item For: Date: 10/15/12

COMMISSION ACTION:

☐ Approved as Recommended
☐ Approved With Modification
☐ Other
☐ Disapproved
☐ Tabled To Time Certain

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

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RESOLUTION NO. 9-46

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA AUTHORIZING THE EXECUTION OF A TROPICAL STORM DEBBY (FEMA-4068-DR-FL) FEDERALLY FUNDED PUBLIC ASSISTANCE COST SHARE AGREEMENT TO REPAIR DAMAGES TO THE CITY SEWER SYSTEM CAUSED BY STORM WATER INFILTRATION DURING TROPICAL STORM DEBBY

WHEREAS, on July 3, 2012 President Barack Obama issued a major disaster declaration (FEMA-4068-DR-FL) for the State of Florida and entered into an Agreement with the Florida Division of Emergency Management dated July 5, 2012 to govern the sharing of cost eligible for federal financial assistance with Sub-Grantees; and

WHEREAS, Putnam County was authorized for Public Assistance; and

WHEREAS, the City of Palatka has requested Public Assistance from the Florida Division of Emergency Management to recover costs associated with initial response and subsequent repairs at the intersections of 14th Street/Washington Street and 13th Street/Olive Street; and

WHEREAS, it is in the best interest of the City of Palatka (The **Sub-Grantee**) to execute Tropical Storm Debby (FEMA-4068-DR-FL) Federally Funded Public Assistance Agreement, Contract No. 13-DB-73-04-64-01-601, FIPS No. 107-53875-00 (The **Agreement**) with the State of Florida, Division of Emergency Management (The **Grantee**) in the amount of $13,832.02.

NOW THEREFORE, be it resolved as follows:

Section 1: That the Mayor, hereby designated as **Sub-Grantee's** Primary Agent, and City Clerk are hereby authorized to execute and attest said Tropical Storm Debby (FEMA-4068-DR-FL) Federally Funded Public Assistance **Agreement**;

Section 2: That the City Manager is hereby designated as **Sub-Grantee's** Secondary Agent in all dealings with the **Grantee** of Florida pertaining to such disaster assistance under said **Agreement**, as required by the **Agreement** and assurances.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 25TH day of October, 2012.

CITY OF PALATKA

BY:_____
Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____

CITY ATTORNEY

Project #330

PAFRF01 - PALATKA SEWER LINE REPAIR

Category: F - Public Utilities / Size: Small

Eligible Amount: $0.00 (S)
Federal Share: 0%

4068 - Palatka, City of

Summary | Versions | Expenses | Payments | Requests | Documents | Notes | History

Progress
Un-obligated

Work Deadline:	Jan 2, 2014
Closeout Date:	*n/a*

Funding
Fed. 0.0% Paid

Eligible Obligated:	$0.00
Federal Obligated:	$0.00
State Obligated:	$0.00

Actions:
- New Note
- New Request

Reference:
- Quarterly Reports

Versions
0 Obligated, 1 Unobligated

#	Pkg	Eligible	Federal	Fed %	Admin	Obligated
0		$13,832.02	$10,374.02	75.0%	$0.00	No

Financial Summary

Federal Payments:

Paid:	$0.00
In Progress:	$0.00
Ready to Pay:	$0.00
Not In Progress:	$0.00

Latest Activity

- Oct 1, 2012 Project Version #330-0 Imported
- Sep 25, 2012 Project #330 Created
- Sep 25, 2012 Project Version #330-0 Created

INSTRUCTIONS TO EXECUTE
FEDERALLY FUNDED PUBLIC ASSISTANCE FUNDING AGREEMENT
BY THE APPLICANT

Welcome to FloridaPA.org, the state of Florida's online system for application and management of FEMA's Public Assistance grant awarded to the state by the President of the United States.

FEMA's Public Assistance program is a federal grant to aid state and local governments in returning a disaster area to pre-disaster conditions. A minimum of 75% of eligible costs is provided to primarily address the repair and restoration of public facilities, infrastructure, or services which have been damaged or destroyed. Eligible applicants include local and state governments, Tribal Nations as well as certain private non-profit organizations. In order to be eligible for federal funds, a potential applicant must submit a Request for Public Assistance.

1. REQUEST FOR PUBLIC ASSISTANCE

a. If your county is eligible to receive public assistance under a presidential disaster declaration, the state and FEMA will conduct an Applicants' Briefing for potential Public Assistance applicants. The briefing occurs after an emergency or major disaster has been declared and addresses the application procedures, administrative requirements, funding, and program eligibility criteria.
b. The state is responsible for notifying potential applicants on the date, time and location of the briefing.
c. Request for Public Assistance ("RPA"). The RPA is an applicant's official notification to FEMA of the intent to apply for Public Assistance. Typically, the RPA form is submitted at the Applicants' Briefing. If an applicant is unable to submit the RPA at the briefing, the applicant must submit the RPA form within 30 days of the date of the designation area (county) for Public Assistance. Federal and state personnel will review each RPA to ensure applicant eligibility.

2. GRANT PROCESSING

a. FEMA and the state share the responsibility for making Public Assistance funds available to the applicant. Funds that FEMA obligates to the state via electronic transfer, reside in the federal account until the state is ready to award grants to the appropriate applicants.
b. Request for Assistance ("RPA"): FloridaPA.org is an electronic system to process applications for federal funds under FEMA's Public Assistance Program. To become eligible for public assistance, the applicant is required to submit a "Request for Public Assistance ("RPA")" through FloridaPA.org. An applicant can submit an RPA as either a (1) new user; or (2) existing user. The Grantee will post on FloridaPa.org those disasters open for RPA submission.

c. Execution of the Agreement. Once an RPA is approved, the applicant and the Florida Division of Emergency Management ("Grantee") will enter into an Agreement. In order to demonstrate to the Grantee that the agent for the applicant is authorized to accept the term and conditions, the agent may be required to download a copy of their delegation of authority for review by the division.
d. Corporation. If the applicant is a corporation, the chair of the board of directors or president or someone other than the chair or president may execute this Agreement. The corporation must attach a PDF copy of the delegation of authority for anyone other the chair or president to execute this Agreement.
e. City. If the applicant is a city, the city manager will be required to execute this Agreement unless the city manager has delegated the authority to an alternate person. If the Agreement is signed by someone other than the city manager, there shall be attached to the Agreement a duly authenticated delegation of authority evidencing the signer's authority to sign the Agreement for and on behalf of the city.
f. County. If the applicant is a county, the chair of the board of county commissioners will be required to execute this Agreement unless the board has delegated the authority to an alternate person (e.g. mayor). If the Agreement is signed by someone other than the chair, there shall be attached to the Agreement a duly authenticated delegation of authority evidencing the signer's authority to sign the Agreement for and on behalf of the county.
g. School Board. If the applicant is a school board, the superintendent will be required to execute this Agreement unless the superintendent has delegated the authority to an alternate person. If the Agreement is signed by someone other than the superintendent, there shall be attached to the Agreement a duly authenticated delegation of authority evidencing the signer's authority to sign the Agreement for and on behalf of the school board.
h. Fire District. If the applicant is a fire district, the fire chief will be required to execute this Agreement unless the fire chief has delegated the authority to an alternate person. If the Agreement is signed by someone other than the fire chief, there shall be attached to the Agreement a duly authenticated delegation of authority evidencing the signer's authority to sign the Agreement for and on behalf of the fire district.
i. Special Districts. If the applicant is a special district, the executive director will be required to execute this Agreement unless the executive director has delegated the authority to an alternate person. If the Agreement is signed by someone other than the executive director, there shall be attached to the Agreement a duly authenticated delegation of authority evidencing the signer's authority to sign the Agreement for and on behalf of the special district.
j. Institution of Higher Education. If the applicant is an institution of higher education, the president of the college or university will be required to execute this Agreement unless the president has delegated the authority to an alternate person. If the Agreement is signed by someone other than the president, there shall be attached to the Agreement a duly authenticated delegation of authority evidencing the signer's authority to sign the Agreement for and on behalf of the institution.

k. Charter School. If the applicant is a charter school, the chairperson of the board of director will be required to execute this Agreement unless the chairperson of the board of directors has delegated the authority to an alternate person. If the Agreement is signed by someone other than the chairperson of the board of directors, there shall be attached to the Agreement a duly authenticated delegation of authority evidencing the signer's authority to sign the Agreement for and on behalf of the school.
l. County Sheriff's Office. If the applicant is a sheriff's office, the sheriff will be required to execute this Agreement unless the sheriff has delegated the authority to an alternate person. If the Agreement is signed by someone other than the sheriff, there shall be attached to the Agreement a duly authenticated delegation of authority evidencing the signer's authority to sign the Agreement for and on behalf of the office.
m. Copies of the Agreement. Copies of the Agreement may be obtained through FloridaPA.org by anyone authorized by the applicant/subgrantee to access the system or through the Grantee.

3. TIMELINE FOR PERFORMANCE OF WORK

a. Completion Dates. In accordance with section 206.204 of 44 CFR, the Subgrantee shall complete any small and large project no later than 18 months from the time a major disaster or emergency is declared by the president (the Subgrantee has 6 months to complete projects related to debris removal and emergency work). Based on extenuating circumstances or unusual project requirements beyond the control of the Subgrantee, the Grantee may extend the completion deadline for an additional 6 months for debris removal and emergency work and 30 months for permanent restoration work.
b. Closeout. The Public Assistance Program is considered programmatically closed when FEMA assures that all of the grants awarded under the Agreement for a disaster meet the statutory and regulatory requirements that govern the program. To achieve programmatic closure, the Grantee ensures that all funds have been obligated and the work completed in accordance with the Agreement. In addition, FEMA must resolve any appeals before programmatic closure is complete. Financial reconciliation of the grant, or grant closure, occurs later, when FEMA and the Grantee (state) reach agreement that all applicable administrative actions related to the Public Assistance Program are complete and all program funds related to the disaster have been reconciled.

4. THE CONTRACT SUM AND TERMS OF PAYMENT

a. The Agreement Sum. The Grantee shall reimburse expenses, subject to the scope of work identified in the Project Worksheet for "small" or "large" projects, which shall constitute the Agreement Sum.

b. Funding for Small Projects. Small project funding is based on estimated costs, if actual costs are not yet available. Payment is made on the basis of the initial approved amount, whether estimated or actual. Revisions to the initial Project Worksheet may be required if there are omissions or changes in scope; revisions to the Project Worksheets may result in changes in funding level and/or category. Payment methods are fully described in FEMA's Public Assistance Guide (June 2007).
c. Funding for Large Projects. Large project funding is based on documented actual costs. Most large projects, however, are initially approved based on estimated costs. Funds are generally made available to the applicant on a progress payment basis as work is completed. When all work associated with the project is complete, the state performs a reconciliation of actual costs and transmits the information to FEMA for consideration for final funding adjustments.
d. Project Worksheet. The Project Worksheet is the primary form used to document the location, damage description and dimensions, scope of work, and cost estimates for each project (small or large). It is the basis for the grant.
e. Once the work is completed, the Grantee and Subgrantee will conduct a final inspection and reconcile whether or not the Subgrantee is owed additional monies or must submit repayment to the state for overpayment under the Agreement.

5. NOTICES

a. All notices by the Subgrantee shall be given by to the Grantee's representative identified in Paragraph (26) of the Agreement.
b. All notices by the Grantee to the Subgrantee shall be given to the Subgrantee's representative identified in FloridaPA.org.

6. GRANTEE'S WEB-BASED PROJECT MANAGEMENT SYSTEM ("FloridaPA")

The Subgrantee shall use the Grantee's web-based project management system (FloridaPA.org) to access and exchange project information with the state throughout the project's life. This includes processing advances, reimbursement request, quarterly reports, final inspection schedules, change requests, time extension and other services as identified in this Agreement. Training on this system will be supplied by the Grantee and the Subgrantee is required to have working knowledge of the system.

7. EXECUTING THIS FUNDING AGREEMENT

In what may be a change from how the Funding Agreement form has been executed in previous disasters, please take the following steps to ensure that your Funding Agreement paperwork is processed as quickly as possible:

a. Download the Agreement and these instructions from the "Funding Agreement" section of your applicant summary page for disaster DR-4068 within www.FloridaPA.org;

b. Fill out all user-defined fields, save the Agreement to your local computer and then print a copy of the Agreement with all attachments (print two copies if you would like to receive an executed copy with original signatures back from the Division);
c. Please have the official with signature authority sign the Agreement on page 15, under the subsection "For the Subgrantee;"
d. Scan a pdf copy of the Agreement (with just the one signature on it), and upload the pdf copy into www.FloridaPA.org. This can be accomplished by selecting "View Funding Agreement" on the Event Summary page for disaster DR-4068.
e. Send the original(s) of the signed Agreement by mail or other ground carrier to the following address:

Funding Agreement
Attn: Leo Lachat, Bureau Chief
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100;

f. The Division will then execute the Agreement and will upload a scanned copy of the fully executed Agreement into www.FloridaPA.org. If the applicant has sent along two copies of the Funding Agreement, each with original signatures, then the Division will return one fully executed copy with original signatures to the applicant. If only one copy with original signatures is sent by the applicant to the Division, then the Division will keep the one resulting fully executed copy of the Agreement.

Contract Number: 13-DB-73-04-64-01-601

Subgrantee: Palatka, City of

FIPS Number: 107-53875-00

Tropical Storm Debby (FEMA-4068-DR-FL)
Federally Funded Public Assistance Agreement

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereafter referred to as the "Grantee"), and

Palatka, City of

(hereafter referred to as the "Subgrantee").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS AND CONDITIONS:

A. On July 3, 2012, President Barack H. Obama issued a major disaster declaration designated FEMA-4068-DR-FL for the State of Florida as a result of Tropical Storm Debby. As amended, the declaration authorized Public Assistance in Baker, Bradford, Charlotte, Citrus, Clay, Collier, Columbia, Dixie, Duval, Franklin, Gulf, Hamilton, Hernando, Jefferson, Lafayette, Lee, Levy, Liberty, Madison, Manatee, Nassau, Pasco, Pinellas, Putnam, Santa Rosa, Sarasota, Suwannee, Taylor, Union and Wakulla Counties.

B. The FEMA-State Agreement dated July 5, 2012, between the State of Florida and the Federal Emergency Management Agency (FEMA) governing the use of such funds requires the State to share the costs eligible for federal financial assistance, and the State has undertaken to share those costs, as appropriated, with its Subgrantees; and

THEREFORE, the Grantee and the Subgrantee agree to the following:

(1) DEFINITIONS.

As used in this Agreement, the following terms shall have the following meanings unless another meaning is specified elsewhere:

A. "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.44; and applicable policies of FEMA.

B. "FEMA-State Agreement" is the agreement dated July 5, 2012, between the FEMA and the State of Florida, for a presidential emergency declaration designated FEMA-4068-DR-FL. As amended, the agreement authorized Public Assistance in Baker, Bradford, Charlotte, Citrus, Clay, Collier, Columbia, Dixie, Duval, Franklin, Gulf, Hamilton, Hernando, Jefferson, Lafayette, Lee, Levy, Liberty, Madison, Manatee, Nassau, Pasco, Pinellas, Putnam, Santa Rosa, Sarasota, Suwannee, Taylor, Union and Wakulla Counties.

(2) APPLICABLE LAW.

The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable State and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements of Title 44 of the Code of Federal Regulations (CFR) Part(s) 13 and 206, and the policies of the FEMA. The Subgrantee further agrees to comply with the Statement of Assurances attached hereto as Attachment "A."

(3) FUNDING AND INSURANCE.

Subject to an advancement of funds by Grantee to the Subgrantee, the Grantee shall otherwise provide funds on a cost reimbursement basis to the Subgrantee for eligible activities approved by the Grantee and FEMA, as specified in the approved Subgrantee Project Worksheets. However, the Grantee's performance and obligation to pay under this Agreement is contingent upon an appropriation by the State Legislature, subject to any modification in accordance with Chapter 216, Florida Statutes or Florida Constitution, and disbursement shall be consistent with section 252.37, Florida Statutes. The Grantee may provide some portion of any nonfederal share for some subgrantees. As a condition of receipt of the federal funding, the Subgrantee agrees to provide any nonfederal share not paid by the Grantee. The federal allowable costs shall be determined as per 44 CFR Part(s) 13 and 206, which shall be seventy-five (75) percent of all eligible costs unless a higher percentage is approved.

A. The approved Project Worksheets shall be transmitted to Subgrantee, and shall state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. The approved Project Worksheets shall document the total eligible costs and the total federal share of those costs, which shall be seventy-five percent of all eligible costs, unless a higher percentage is approved.

B. As a condition to funding under this Agreement, the Subgrantee agrees that the Grantee may withhold funds otherwise payable to Subgrantee from any disbursement to Grantee upon a determination by Grantee or FEMA that funds exceeding the eligible costs have been disbursed to Subgrantee pursuant to this Agreement or any other funding agreement administered by Grantee.

C. As a further condition to funding under this Agreement, for damaged facilities and pursuant to 44 CFR § 206.253, the Subgrantee shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is the lesser.

(4) DUPLICATION OF BENEFITS PROHIBITION.

Subgrantee may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subgrantee receive any other duplicate benefits under this Agreement.

A. Without delay, Subgrantee shall advise Grantee of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are "ineligible costs" which the Subgrantee shall reimburse to the Grantee without delay. The Subgrantee shall also reimburse the Grantee if the Subgrantee receives any duplicate benefits from any other source for any damage identified on the applicable Project Worksheets for which Subgrantee has received payment from Grantee.

B. In the event that Grantee should determine that Subgrantee has received duplicate benefits, by its execution of this Agreement, the Subgrantee gives Grantee or the chief financial officer of the Florida Department of Financial Services the authority to set off the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subgrantee, or to use such remedies available at law or equity to the repayment of said sums to Grantee.

(5) COMPLIANCE WITH ENVIRONMENTAL PLANNING AND PERMITTING LAWS.

Subgrantee shall be responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Grantee, and in accordance with applicable legal requirements. If applicable, the contract documents for any project undertaken by Subgrantee, and any land use permitted by or engaged in by Subgrantee, shall be consistent with the local government comprehensive plan. Subgrantee shall ensure that any development or development order complies with all applicable planning, permitting and building requirements. Subgrantee shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

(6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS.

Subgrantee shall create and maintain documentation of work performed and costs incurred on each project identified in a Project Worksheet sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subgrantee to create and maintain such documentation, Grantee may terminate further funding under this Agreement, and Subgrantee shall reimburse to Grantee all payments disbursed earlier to Subgrantee, together with any and all accrued interest.

A. For all projects, Subgrantee shall state on the "Project Completion and Certification Report" that all work was performed in accordance with this Agreement and the requirements in each Project Worksheet, and shall state the date of completion.

B. Grantee will inspect Small Projects by random selection, and will conduct the final inspections on Large Projects, to ensure that all work has been performed within the scope of work specified on the Project Worksheets. Costs not within the approved scope of work shall not be reimbursed.

C. Subgrantee shall submit the following documentation for Large Projects (the Large Project threshold for this declaration is $66,400.00), which can be found at www.FloridaPA.org:

1. a request for reimbursement;
2. a summary of documentation, which shall be supported by original documents such as contract documents, invoices, purchase orders, and change orders;
3. a request for final inspection;
4. a signed Project Completion and Certification Report upon the completion of all projects; and
5. a Project Completion and Certification Report specified by subparagraph (6)A. of this Agreement.

(7) COST SHARING.

The federal share of the eligible costs specified in the Project Worksheets under this Agreement shall be seventy five (75) percent of such costs, unless a higher percentage is approved, and the nonfederal share shall be the remaining amount. Payment of all or a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share. Administrative costs in addition to the Project Worksheets that are otherwise eligible under 44 CFR Part 206.228 and do not require matching funds may also be funded by FEMA.

(8) PAYMENT OF COSTS.

Grantee shall disburse the eligible costs to Subgrantee in accordance with the following procedures:

A. Grantee shall disburse the federal and nonfederal shares of the eligible costs for "Small Projects" to Subgrantee as soon as practicable after execution of this Agreement and formal notification by the FEMA of its approval of the pertinent Small Project Worksheet.

B. Grantee shall reimburse Subgrantee for the federal and nonfederal shares of the eligible costs for "Large Projects" as soon as practicable after execution of this Agreement and formal notification by the FEMA of its approval of the pertinent Large Project Worksheet. The Invoice from the Subgrantee requesting this reimbursement must include:

1. a Request for Reimbursement available at www.FloridaPA.org;
2. a Summary of Documentation which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders, canceled checks (or other proof of expenditure), etc..., which is also available at www.FloridaPA.org; and
3. a letter or notification certifying that the reported costs were incurred in the performance of eligible work.

C. Grantee may advance funds under this Agreement to Subgrantee not exceeding the federal share if Subgrantee meets the following conditions:

1. Subgrantee shall certify to Grantee that Subgrantee has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
2. Subgrantee shall submit to Grantee the budget supporting the request;
3. Subgrantee shall submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended within 90 days of the advance;
4. Subgrantee shall pay over to Grantee any interest earned on advances for remittance to the FEMA as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.

D. Grantee may, in its discretion, withhold its portion of the nonfederal share of funding under this Agreement from Subgrantee if Grantee has reason to expect a subsequent unfavorable determination by the FEMA that a previous disbursement of funds under this Agreement was improper.

E. Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (24) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment "E." Attachment "E" will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

F. As project costs are incurred, invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 20 of this Agreement.

G. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under Paragraph (3) or (7) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(9) FINAL PAYMENT.

Grantee shall disburse the final payment to Subgrantee upon the performance of the following conditions:

A. Subgrantee shall have completed the project to the satisfaction of the Grantee;

B. Subgrantee shall have submitted the documentation specified in Paragraphs (6) and (8) of this Agreement;

C. in the case of Large Projects, the Grantee shall have performed the final inspection; or

D. in the case of Small Projects, the project listing and certification shall have been reviewed by Grantee, or Grantee shall have performed a final inspection; and

E. Subgrantee shall have requested final reimbursement.

(10)RECORDS MAINTENANCE.

The funding of eligible costs under this Agreement and the performance of all other conditions shall be subject to the following requirements, in addition to such other and further requirements as may be imposed by operation of law:

A. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 44 CFR Part 13, as amended.

B. Office of Management and Budget Circular (OMB) No. A-87, "Cost Principles for State and Local Governments," as amended.

C. OMB Circular A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended.

D. OMB Circular A-122, "Cost Principles for Non-Profit Organizations," as amended.

E. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as amended.

F. Subgrantee shall retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five years from the date of the final inspection and audit. The Subgrantee shall allow the Grantee or its designee, the comptroller general of the United States, FEMA, the chief financial officer or the auditor general of the State, access to records upon request. The five year period may be extended for the following exceptions:

   1. If any litigation, claim or audit is started before the five year period expires, and extend beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
   2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for five years after final disposition.
   3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

G. The Subgrantee, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Grantee, its employees, and agents (including auditors retained by the Grantee). "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(11)REIMBURSEMENT OF FUNDS.

If upon final inspection, final audit, or other review by Grantee, FEMA or other authority determines that the disbursements to Subgrantee under this Agreement exceed the eligible costs, Subgrantee shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subgrantee is notified of such determination.

(12)REPAYMENT BY SUBGRANTEE.

All refunds or repayments due to the Grantee under this Agreement are to be made payable to the order of "**Division of Emergency Management, Cashier**" and mailed directly to the following address: **Cashier, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.** In accordance with section 215.34 (2), Florida Statutes, if a check or other draft is returned to the Grantee for collection, Recipient shall pay the Grantee a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(13)AUDIT.

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

B. These records shall be available at all reasonable times for inspection, review, or audit by State personnel and other personnel duly authorized by the Grantee. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

C. The Subgrantee shall also provide the Grantee or its designee with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

D. If a subgrantee is a State or local government or a non-profits organization as defined in OMB Circular A-133, as revised, and if the Subgrantee expends $500,000 or more, then the subgrantee shall have a single or program specific audit conducted which meets the requirements of the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-133 Part .200 for the purposes of auditing and monitoring the funds awarded under this Agreement. In connection with the aforementioned audit requirement, the subgrantee shall fulfill for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

1. If an annual financial audit report is required, it shall include all management letters and the contractor's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. The complete financial audit report, including all items specified in 1 and 2 above shall be sent directly to: **Office of the Inspector General, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100**. An electronic copy shall also be submitted (via email) to: DEMSingle_Audit@em.myflorida.com.

E. If a subgrantee spends less than $500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provision of OMB Circular A-133, as revised, is not required. In the event the contractor expends less than $500,000 in federal awards in its fiscal year and chooses to have an audit conducted in accordance with OMB Circular A-133 Part .200, as revised, the cost of the audit must be paid from non-federal funds.

F. In the event an audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Subgrantee shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Grantee has notified the contractor of such non-compliance.

G. If audit is conducted as required by subparagraph D. above, the subgrantee shall send a copy of the reporting package as described Part .320 (c) of OMB Circular A-133, as revised, to the Grantee at each of the following addresses:

Office of the Inspector General
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

As required by OMB Circular A-133 Part .320 (d), all auditees shall submit the data collection form and one copy of the reporting package to the Federal Audit Clearinghouse at the following address: **Federal Audit Clearinghouse, Bureau of the Census, 1201 East 10th Street, Jeffersonville, IN 47132**.

H. Pursuant to Part .320 (e) of OMB Circular A-133, auditees that are subrecipients shall submit to each pass-through entity one copy of the reporting package describe in Part .320 (c)

I. Any reports, management letter, or other information required to be submitted to the Grantee pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, section(s) 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Florida Statutes, and Rules of the Auditor General, as applicable.

J. Subgrantee, when submitting financial reporting packages to the Grantee for audits done in accordance with OMB Circular A-133 or section(s) 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Florida Statutes, or Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

K. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the contractor shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Grantee has notified the Grantee of such non-compliance.

L. A subgrantee shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. If the subgrantee is a State agency, an audit conducted by the Florida Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph. The IPA shall state that the audit complied with the applicable provisions noted above. If an audit is required, the audit must be submitted to the Grantee no later than nine (9) months from the end of the Subgrantee's fiscal year.

(14)NONCOMPLIANCE.

If the Subgrantee violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee may withhold any disbursement otherwise due Subgrantee for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Grantee may terminate this Agreement and invoke its remedies under the Agreement as per Paragraph 24 of this Agreement.

(15)NONDISCRIMINATION BY CONTRACTORS.

Pursuant to 44 CFR Parts 7 and 16, and 44 CFR Part 206.36, the Subgrantee shall undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. Subgrantee shall also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 CFR Part 17.

(16)MODIFICATION.

The time for performance of this Agreement may be extended once unless the failure of Subgrantee to close out the project is caused by events beyond its control. A modification extending the time for completion of the project and any other modification shall be in writing, and shall take effect only upon execution by both parties. Modifications to any Project Worksheet to be funded under this Agreement may be requested by Subgrantee through Grantee, but the approval of any such modifications shall reside in the sole discretion of FEMA. Any approved modification to a Project Worksheet shall be noted in an additional Project Worksheet version for the project and in any amendment to this Agreement. If otherwise allowed under this Agreement, any extension shall be in writing and shall be subject to the same terms and conditions as those set out in the initial Agreement.

(17)TIME FOR PERFORMANCE.

The time for the performance of eligible emergency work shall be six (6) months from the date of the presidential emergency declaration, unless extended by the Grantee or FEMA. The time for the performance of eligible permanent work shall be eighteen (18) months from the date of the presidential emergency declaration, unless extended by the Grantee or FEMA. The time for the performance of this Agreement may be extended for cause by Grantee. Extensions shall not be approved for delays caused by lack of cost-share funding. If any extension request is denied by the Grantee or not sought by the Subgrantee, Subgrantee shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects. Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs.

(18)CONTRACTS WITH OTHERS.

If the Subgrantee contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subgrantee shall incorporate into its contract with such contractor or vendor an indemnification clause holding Grantee and Subgrantee harmless from liability to third parties for claims asserted under such contract. The Subgrantee shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement. For each subcontract, the Subgrantee shall provide a written statement to the Grantee as to whether the subcontractor is a minority vendor, as defined in section 288.703, Florida Statutes.

(19)LIABILITY.

Grantee assumes no liability to third parties in connection with this Agreement. Unless the Subgrantee is a governmental entity covered under section 768.28 (5), Florida Statute, the Subgrantee shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Unless the Subgrantee is a governmental entity within the meaning of the preceding sentence, Subgrantee shall indemnify Grantee from claims asserted by third parties in connection with the performance of this Agreement, holding Grantee and Subgrantee harmless from the same. For the purpose of this Agreement, the Grantee and Subgrantee agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other. Nothing in this Agreement shall be construed as a waiver by Grantee or Subgrantee of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement. Subgrantee represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, State or local legal requirements concerning such substances. Subgrantee further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

(20)REPORTS.

Subgrantee shall provide Quarterly Reports to Grantee, on the Quarterly Report Form conforming to the sample attached as Attachment "B," and available on www.FloridaPA.org. The first Quarterly Report shall be due at such time as Subgrantee is notified. All subsequent Quarterly Reports shall be due no later than fifteen (15) days after each calendar quarter through final inspection. Quarterly Reports shall indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement. Interim inspections shall be scheduled by Subgrantee before the final inspection, and may be required by Grantee based on information supplied in the Quarterly Reports. Grantee may require additional reports as needed, and Subgrantee shall provide any additional reports requested by Grantee as soon as practicable. With respect to the Request for Advance or Reimbursement, the Summary of Documentation, and the Quarterly Reports, the contact for Grantee will be the State Public Assistance Officer.

(21)MONITORING.

The Subgrantee shall monitor its performance under this Agreement, as well as that of its subcontractors, Subgrantee and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable State and federal laws and rules.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Grantee or its agent, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Subgrantee agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Grantee. In the event that the Grantee determines that a limited scope audit of the Subgrantee is appropriate, the Subgrantee agrees to comply with any additional instructions provided by the Grantee to the Subgrantee regarding such audit. The Subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Grantee will monitor the performance and financial management by the Subgrantee throughout the contract term to ensure timely completion of all tasks.

(22)MANDATED CONDITIONS.

Subgrantee agrees to the following conditions:

A. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.

B. Grantee may unilaterally terminate this Agreement for refusal by the Subgrantee or its contractors or subcontractors to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statute, that are made or received by Subgrantee or its contractors and subcontractors in connection with this Agreement.

C. Subgrantee agrees that no funds or other resources received from the Grantee disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

D. Subgrantee certifies that it possesses the legal authority to receive the funds under this Agreement and that it's governing body (if applicable) has authorized the execution and acceptance of this Agreement. The Subgrantee also certifies that the undersigned person has the authority to legally execute and bind Subgrantee to the terms of this Agreement.

E. Subgrantee agrees that responsibility for compliance with this Agreement rests with Subgrantee, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subgrantee Agreements.

F. If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with section 112.061, Florida Statute.

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

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

I. If applicable, the Subgrantee agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

J. With respect to any subgrantee other than a State agency or political subdivision of the State, which receives funds under this Agreement from the federal government, by signing this Agreement, the Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not within a five-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and
3. have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for (a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under public transaction, or (b) violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Where the Subgrantee is unable to certify to any of the statements in this certification, the Subgrantee shall submit to the Grantee (by email or facsimile) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each prospective subcontractor which Subgrantee intends to fund under this Agreement. See Attachment "C". Such form must be received by the Grantee prior to the Subgrantee entering into a contract with any prospective subcontractor.

K. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subgrantee in this Agreement, in any subsequent submission or response to Grantee request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Grantee and with thirty (30) days written notice to the Subgrantee, cause the termination of this Agreement and the release of the Grantee from all its obligations to the Subgrantee.

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

M. The Subgrantee certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub grantees shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

N. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23)TERM.

This Agreement shall take effect upon its execution by both parties, and shall terminate upon approval of closeout by FEMA, unless terminated earlier as specified elsewhere in this Agreement. Subgrantee shall commence project(s) specified by this Agreement without delay.

(24)EVENTS OF DEFAULT, REMEDIES AND TERMINATION.

A. Upon the occurrence of any one or more of the following events of default, all obligations of Grantee to disburse further funds under this Agreement shall terminate at the option of Grantee. Notwithstanding the preceding sentence, Grantee may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Grantee may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:

1. any representation by Subgrantee in this Agreement is inaccurate or incomplete in any material respect, or Subgrantee has breached any condition of this Agreement with Grantee and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
2. Subgrantee suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Grantee, if Subgrantee has not cured the condition within thirty (30) days after notice in writing from Grantee;
3. any reports required by this Agreement have not been submitted to Grantee or have been submitted with inaccurate, incomplete, or inadequate information; or
4. the monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Florida Department of Financial Services, Congress or Office of Management and Budget.

B. Upon the occurrence of any one or more of the foregoing events of default, Grantee may at its option give notice in writing to Subgrantee to cure its failure of performance if such failure may be cured. Upon the failure of Subgrantee to cure, Grantee may exercise any one or more of the following remedies:

1. terminate this Agreement upon not less than fifteen (15) days notice of such termination by certified letter to the Subgrantee at the address specified in Attachment "D" of this Agreement, such notice to take effect when delivered to Subgrantee;
2. commence a legal action for the judicial enforcement of this Agreement;
3. withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subgrantee; and
4. take any other remedial actions that may otherwise be available under law.

C. Grantee may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.

D. Upon the rescission, suspension or termination of this Agreement, the Subgrantee shall refund to Grantee all funds disbursed to Subgrantee under this Agreement.

E. The venue of any action or proceeding by either Grantee or Subgrantee for enforcement of this Agreement or for adjudication of rights, interests, or duties of the parties to it shall lie in the Circuit Court for Leon County, State of Florida.

F. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Grantee shall not relieve Subgrantee of liability to Grantee for the restitution of funds advanced to Subgrantee under this Agreement, and Grantee may set off any such funds by withholding future disbursements otherwise due Subgrantee under this Agreement until such time as the exact amount of restitution due Grantee from Subgrantee is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subgrantee shall immediately repay such funds to

Grantee. Any deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that Agency.

(25)ATTACHMENTS.

A. All attachments to this Agreement if any are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.

B. In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

Note: All other grant administrative and electronic forms will be provided by Grantee as necessary or posted on the Grantee's website at www.FloridaPA.org.

(26)NOTICE AND CONTACT.

All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to the Grantee at the following addresses (Subgrantee shall complete and submit Attachment "D" which shall serve as the Notice and Contact for the Subgrantee):

Grantee:

Leo Lachat, Bureau Chief
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Email: leo.lachat@em.myflorida.com

(27)DESIGNATION OF AGENT.

Subgrantee must complete Attachment "D" by designating two agents to execute any Request for Advance or Reimbursement, certification, or other necessary documentation on behalf of Subgrantee.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

SIGNATURE PAGE

Tropical Storm Debby
FEDERALLY FUNDED PUBLIC ASSISTANCE AGREEMENT
(FEMA-4068-DR-FL)

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this Agreement:

FOR THE GRANTEE:

DIVISION OF EMERGENCY MANAGEMENT

_____

Governor's Authorized Representative Date

FOR THE SUBGRANTEE:

Vernon Myers, Mayor

Name and Title

_____

Signature Date

Federal Employer Identification Number (FEIN): 59-6000401

Attachment "A"

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Additionally, to the extent the following provisions apply to this Agreement, the Subgrantee assures and certifies that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the sub-grantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the subgrantee to act in connection with the application and to provide such additional information as may be required.

2. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.

3. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.

4. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.

5. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.

6. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.

7. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.

8. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.

9. It will (1) provide without cost to the United States and the Grantee all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States and the Grantee free from damages due to the approved work or Federal funding.

10. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the subgrantee by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and the Grantee shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the subgrantee, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the subgrantee.

11. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

12. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)

13. It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees.

14. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

15. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

16. It will comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

17. It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

18. It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

19. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

20. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

21. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

22. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

23. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.

24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

25. It will comply with all appropriate environmental laws, including but not limited to:

a.) The Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642.
b.) The Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626.
c.) The Endangered Species Act of 1973, 16 U.S.C. 1531-1544.
d.) The Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763.
e.) Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347.
f.) The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system.
g.) The Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
h.) Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources.
i.) The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

26. It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice).

27. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

28. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

29. It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures.

30. It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

31. With respect to demolition activities, it will:

a.) Create and make available documentation sufficient to demonstrate that the Subgrantee and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
b.) Return the property to its natural state as though no improvements had ever been contained thereon.
c.) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subgrantee's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the county health department.
d.) Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
e.) Provide supervision over contractors or employees employed by Subgrantee to remove asbestos and lead from demolished or otherwise applicable structures.
f.) Leave the demolished site clean, level and free of debris.
g.) Notify the Grantee promptly of any unusual existing condition which hampers the contractors work.
h.) Obtain all required permits.
i.) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site, and provide documentation of such closures.
j.) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
k.) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
l.) Provide documentation of public notices for demolition activities.

32. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

33. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The subgrantee will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

34. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United Grantees shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the subgrantee receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the subgrantee, this assurance shall obligate the subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

35. It agrees to comply with Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

36. It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex.

37. It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

38. It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

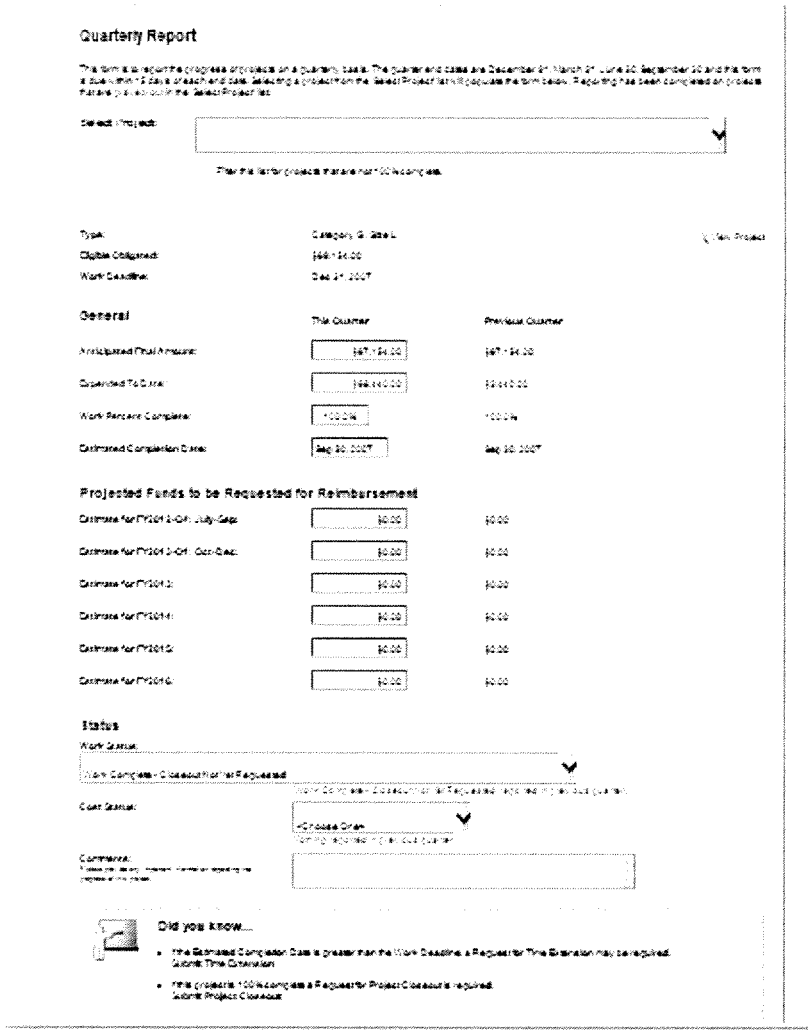
39. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

40. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

41. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

ATTACHMENT "B"

Public Assistance Quarterly Report
Available for Each Subgrantee on www.FloridaPA.org



Quarterly Report

This form is to report the progress of projects on a quarterly basis. The quarters and dates are December 31, March 31, June 30, September 30 and this form is due within 7 days of each end date. Selecting a project from the Select Project list populates the form below. Reporting has been completed on projects that are 100% of the Select Project list.

Select Project:

Filter the list for projects that are not 100% complete.

Type:
Eligible Obligated:
Work Deadline:

View Project

General

	This Quarter	Previous Quarter
Anticipated Final Amount:		
Expended To Date:		
Work Percent Complete:		
Estimated Completion Date:		

Projected Funds to be Requested for Reimbursement

Estimate for FY2011-Q4: July-Sep:		
Estimate for FY2011-Q1: Oct-Dec:		
Estimate for FY2012:		
Estimate for FY2013:		
Estimate for FY2014:		
Estimate for FY2015:		

Status

Work Status:

Work Complete - Closeout Not Requested

Cost Status:

<Choose One>

Comments:

Did you know...

- If the Estimated Completion Date is greater than the Work Deadline, a Request for Time Extension may be required. Submit Time Extension
- If the project is 100% complete a Request for Project Closeout is required. Submit Project Closeout

Attachment "C"

Certification Regarding
Debarment, Suspension, Ineligibility
and
Voluntary Exclusion

Subcontractor Covered Transactions:

1. The prospective subcontractor of the Subgrantee certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the Subgrantee's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____
Name of Company

_____
Street Address

_____
City, State, Zip

_____
Federal Employer Identification Number (FEIN)

By:_____
Signature Date

_____
Subgrantee's Name

_____
Grantee Agreement Number

DESIGNATION OF SUBGRANTEE'S AGENT
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
Florida Division of Emergency Management

Sub-Grantee

Primary Agent	Secondary Agent
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
Facsimile Number	Facsimile Number
E-mail Address	E-mail Address

The above Primary and Secondary Agents are hereby authorized to execute and file Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the Grantee of Florida, Grantee for all matters pertaining to such disaster assistance required by the agreements and assurances printed on page 2 hereof. Additional authorized contacts may be registered on the Grantee's PA Website (www.floridapa.org) for full or read only access by the above authorized Agents.

Chief Financial Officer	Sub-Grantee's Authority/Board/Commission
Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
Facsimile Number	Facsimile Number
E-mail Address	E-mail Address

Sub-Grantee's Grantee Cognizant Agency for Single Audit purposes::
Florida Division of Emergency Management

Sub-Grantee's Fiscal Year (FY) Start

Month: **Day:**

Sub-Grantee's Federal Employer's Identification Number (EIN)

-

Sub-Grantee's FIPS Number (If Known)

- -

Sub-Grantee Authority/Board/Commission Signature

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)**

_____

_____

_____

_____

_____

Agenda Item

3f

CITY of Palatka FLORIDA

AGENDA ITEM

SUBJECT: Commerce Bank Commercial Card Agreement

DEPARTMENT: Finance

ATTACHMENTS: ☐ Ordinance ☒ Resolution ☐ Motion
☒ Support Documents ☐ Other

SUMMARY: When Mr. Czymbor became City Manager, he requested that I look into the AP Solutions program offered by Commerce Bank. This program allows participants to pay their vendors by credit card which saves time during the processing of payments and allows the vendor to receive their payment much faster than traditional means such as waiting on a check to arrive in the mail. It also enables the participant to receive revenues based upon the amount of payments that are made using the program. I contacted our current local banking institution to see if they offered a similar program, however they do not.

I met with a representative from Commerce Bank in order to review the program, our vendor list and our current software to assess the feasibility of implementing the program. An assessment of our vendor list revealed that nearly 40 of our vendors are already accepting payments from other entities via the AP Solutions program. The total amount of payments made to these vendors totaled nearly $1.4 million in FY2011. If we had paid these vendors via the AP Solutions program, we would have received approximately $16,300 in revenue.

The assessment of our vendor list also revealed that approximately 210 vendors accept payment via the Visa network however they are not yet enrolled in the AP Solutions program. The total amount of payments to these vendors was just over $10 million in FY2011. If we would have paid all of these vendors via the AP Solutions program, we would have received approximately $138,300 back as revenues. However, the representative from Commerce Bank did note that our vendors have to agree to participate in this program and there is a cost incurred when accepting payments through the program. Therefore, some vendors may not participate in the program and will want to remain being paid by check.

In conclusion, this program will be beneficial to the City of Palatka and I recommend approval of this resolution which will allow the City Manager and City Clerk to execute and attest the agreement in order to begin using the program.

RECOMMENDED ACTION: Staff recommends adoption of resolution 9-47 authorizing the execution of a commercial card agreement with Commerce Bank.

DEPARTMENT HEAD
Submitted: Matt Reynolds — Date: 10-12-12
Requested Agenda: Consent — Date: 10-25-12

FINANCE DEPARTMENT Budgeted ☐ Yes ☐ No ☒ N/A — Date: 10-12-12

CITY ATTORNEY Approved as to Form and Correctness — Date: _____

CITY MANAGER Approved Agenda Item For: — Date: 10/15/12

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

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

H:\City Commission\Agenda Requests\Agenda Summary Template.doc

RESOLUTION No. 9- 47

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF A COMMERCIAL CARD AGREEMENT WITH COMMERCE BANK

WHEREAS, the **City** deems it reasonable and appropriate to enter into a Commercial Card Agreement with Commerce Bank in order to open a commercial card account that will allow payments made to vendors of the City of Palatka to be completed via electronic means.

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

1. That the City Manager and City Clerk are hereby authorized to execute and attest the commercial card agreement with Commerce Bank attached hereto as "Exhibit A."

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 25th day of October, 2012.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____

CITY ATTORNEY

COMMERCE BANK COMMERCIAL CARD AGREEMENT

THIS COMMERCE BANK COMMERCIAL CARD AGREEMENT is made and entered into as of the Effective Date by and between Commerce Bank, a Missouri banking corporation ("**Commerce**") and **City of Palatka, Florida ("City") and Palatka Downtown Redevelopment Agency ("Agency").** Each of the City and Agency is a "**Customer Party**" hereunder and the term "**Customer**" hereunder means, collectively, the City and Agency.

1. **DEFINITIONS.** The following terms shall have the following meanings:
   a. "Administrator" means, individually and collectively, one or more employees, officers, directors, or agents of any Customer Party who are designated by Customer to assist Commerce in the administration of the Program for any Customer Party.
   b. "Agreement" means this Commerce Bank Commercial Card Agreement and all Addenda from time to time executed by the parties and attached hereto, and all amendments to the foregoing.
   c. "Cardholder Agreement" means that agreement delivered to each Employee Cardholder which governs the use of the Commercial Cards, as amended from time to time.
   d. "Commercial Cards" means the Visa or MasterCard Commercial Cards and the numbers associated with the Commercial Cards issued by Commerce to Employee Cardholder(s) and the account numbers assigned to Customer without an associated Commercial Card under the Program.
   e. "Effective Date" shall be defined as set forth in Section 18.
   f. "Employee Cardholders" means, collectively, those designated officers, directors, agents and employees of Customer.
   g. "Indemnification Law" means any law (including, without limitation, any statute, regulation, ordinance or rule or any Budget Law or case law) applicable to Customer (whether federal, state, local or otherwise) that has the effect of limiting or restricting Customer's power, right or authority to undertake, or make payment pursuant to, any obligation to contractually indemnify third parties.
   h. "Program" means the Commercial Card Program administered by Commerce as set forth in this Agreement.
   i. "Public Record Law" means any state's law which provides that Customer's contracts are open and available to the public.
   j. "Unauthorized Charge" means a charge made by an Employee Cardholder to a Commercial Card that (i) has not been authorized by Customer, and (ii) has been accepted and processed by a merchant having the technology capable of determining and confirming that the charge did not meet the parameters established by Customer for authorized charges.

2. **PROGRAM; CARD ISSUANCE AND RENEWAL.**
   a. During the term hereof, and subject to the terms and conditions of this Agreement, Commerce agrees to provide Customer with the Program and to issue Commercial Cards to Employee Cardholders.
   b. Commerce shall issue a Commercial Card to each Employee Cardholder designated by Customer, provided that (i) each such designated Employee Cardholder has a business or commercial purpose for the Commercial Card, and (ii) a card issuance request has been made by an Administrator in the form required by Commerce.
   c. Each Commercial Card shall be valid for the term indicated thereon, unless such Commercial Card has been canceled by Commerce pursuant to the provisions of this Agreement or at the request of Customer.
   d. Commerce acknowledges the ability of Customer to cancel the Commercial Card issued to any one or more Employee Cardholder(s), at Customer's discretion upon proper notice to Commerce; provided, however, Customer shall take all reasonable actions necessary to retrieve the Commercial Card issued to Employee Cardholder and shall immediately destroy the retrieved Commercial Card.

3. **BILLING PROCEDURES.** Central Billed Accounts: Except as otherwise provided herein, Customer shall be liable for all charges made to each Commercial Card requested by Customer. Charges shall be set forth on a billing statement and shall be paid by Customer as agreed in Addendum A attached hereto and incorporated herein by this reference, and as set forth herein. Except for a proven Unauthorized Charge or as otherwise expressly provided herein, Customer shall pay Commerce for all charges made to each Employee Cardholder's Commercial Card within the time period provided in Addendum A. Except as provided herein, Commerce shall have no duty or obligation to inquire into the nature of any transaction charged by any Employee Cardholder (e.g., whether such transaction was for a business or personal use).

4. **PROGRAM ADMINISTRATOR.** Upon signing this Agreement, Customer shall designate one or more Administrator(s) to assist Commerce in the administration of the Program. In addition to any other duties listed elsewhere in this Agreement, as well as any other duties reasonably requested by Commerce, the Administrator shall undertake the following duties on behalf of Customer:

   a. The Administrator shall have the responsibilities assigned in the Program Administrator Delegation document provided by Customer to Commerce, including, without limitation, the ability to request that Commerce issue Commercial Cards to any person in connection with the Program, to increase or decrease credit limits, to suspend accounts, to order or block cash advances, wire transfers and convenience checks, and to perform any other maintenance activity.
   b. The Administrator shall be familiar with all aspects of the Program, including, but not limited to, Program procedures, number and status of Commercial Cards, employment status of Employee Cardholders, notice requirements, any disputed transactions, Employee Cardholder credit limits, statement cycles, billing and payment procedures, general program parameters and status of delinquent charges.
   c. The Administrator shall be responsible for notifying Commerce, in writing, about changes in authorization codes.
   d. The Administrator shall advise Commerce of any Employee Cardholder's termination of employment.
   e. The Administrator shall take all reasonable actions necessary to retrieve Commercial Cards issued to Employee Cardholders whose employment has terminated. Such Commercial Cards shall be immediately destroyed.
   f. The Administrator shall be proficient in the use of the On-Line Service(s) selected by Customer as described in Addendum B.

5. **FEES**. Commerce shall be paid fees and charges set forth in Addendum A. Customer acknowledges that Commerce has based the fees and charges upon the projections given by Customer regarding transaction volume, average ticket amount, number of cards, monthly credit line requested, reporting product selected, and frequency of payment. Fees may be subject to change from time to time by Commerce upon ninety (90) days' prior written notice unless otherwise specified in Addendum A. Customer shall have 90 days from statement date to notify Commerce of any revenue sharing payment errors.

6. **LINE OF CREDIT.** Commerce will establish a maximum line of credit amount for Customer.
   a. All amounts charged to the Commercial Cards together with any fees and charges owed to Commerce by Customer in connection with the Program, may not exceed, in the aggregate, the line of credit amount unless Commerce in its sole discretion authorizes such charges.
   b. Commerce may, at any time in its sole discretion, modify the amount of Customer's line of credit upon thirty (30) days' prior written notice to Customer; provided, however, that Customer may elect to terminate this Agreement by written notice to Commerce during such thirty (30) day notice period; provided, further, Customer agrees that if any amounts are outstanding on the Commercial Cards which exceed the adjusted line of credit amount, Customer will immediately pay Commerce such excess amounts.
   c. From time to time, Commerce may request and Customer shall produce financial records relating to the financial condition of Customer. Customer shall produce such records not later than thirty (30) days following such request. The financial records may be requested as often as quarterly, or for any such other time period as may be reasonably determined by Commerce. Customer shall, upon reasonable request by Commerce, send its annual audit to Commerce within 30 days of its completion by Customer's auditor.
   d. Collateral securing other obligations with Commerce will also secure this line of credit.

7. **TERM OF AGREEMENT AND RENEWAL.** This Agreement shall remain in full force and effect until terminated by either party as herein set forth. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice.

   a. In the event the Customer Parties acting collectively, terminate this Agreement prior to the date that is three (3) years from the Effective Date, Commerce reserves the right to forego all revenue sharing payments for the Program due after termination.
   b. In the event Customer terminates this Agreement without cause prior to the date that is three (3) years from the Effective Date, Customer shall pay to Commerce all costs associated with establishing the Program as provided in Addendum A, regardless of whether or not the fees were waived at the time the Program was established.

c. All Commercial Cards and/or related accounts shall be deemed canceled effective upon termination of this Agreement or as otherwise provided herein, and all amounts outstanding under such Commercial Cards shall automatically become immediately due and payable in full by Customer without further notice.

d. Notwithstanding the foregoing, Customer or Customer Parties acting collectively, shall have the right to terminate this Agreement immediately, and without notice, upon the occurrence of any one or more of the following events, whereupon the obligations of Customer arising hereunder and/or under the Commercial Cards shall automatically become immediately due and payable in full (except as otherwise provided by law):

(i) Dissolution or liquidation of Commerce or any Customer Party; or

(ii) Insolvency of the Commerce or any Customer Party; or the institution by or against Commerce or any Customer Party of any bankruptcy or insolvency proceeding; or the appointment of a receiver or trustee for Commerce or any Customer Party; or Commerce or any Customer Party enters into an arrangement with, or for the benefit of, its creditors; or

(iii) Any material adverse change in the financial condition of Commerce or any Customer Party; or

(iv) Any default or breach of the obligations undertaken by Commerce or any Customer Party under this or any other agreement by and between Commerce and any Customer Party; or

(v) Upon the occurrence of any event in any agreement which would allow Commerce or any other person to declare any indebtedness owing by any Customer Party due and payable in full (and Customer shall give Commerce immediate notice of the occurrence of such event); or

(vi) A change in the ownership of any Customer Party, or a sale of all or substantially all of any Customer Party's assets.

8. **REPORTING.** Commerce will, either directly or indirectly through its third party vendors, receive data from the transactions made with the Commercial Cards; such data will be delivered to Customer as specified in Addendum A and Addendum B. Commerce shall have no responsibility or liability for the capture, transmission, grouping, reporting, categorizing or any other act performed or required to be performed in connection with the foregoing data that Customer's vendors are transmitting at the point of sale.

9. **CUSTOMER LIABILITY.**

A. Except in the case of (i) a proven Unauthorized Charge, or (ii) charges that relate to any of the situations described in items (1)-(3) of paragraph B below, Customer shall be solely liable for the payment of all charges incurred in the use of Commercial Cards.

B. Customer shall not be liable for the payment of charges incurred in the use of Commercial Cards if such charges relate to:

1. Charges waived as set forth in Visa Waiver of Liability or MasterCard Zero Liability documentation, as amended from time to time;

2. Commercial Card transactions after the original closure request date for a Commercial Card where the request by Customer was made in accordance with the terms of this Agreement during normal business hours; or

3. The use of a stolen Commercial Card if the Commercial Card is reported stolen via facsimile, electronic mail, or telephone as provided in this Agreement within twenty-four (24) hours after Customer, including, without limitation, any Employee Cardholder, discovers, or, using reasonable care should have discovered, the theft of the Commercial Card; provided that if the Commercial Card is not reported stolen within such time frame, Customer shall be liable for all charges associated with the stolen Commercial Card until the date Customer notifies Commerce of such theft.

10. **ASSIGNMENT.** Commerce and Customer agree not to sell, assign or transfer this Agreement or any part thereof without the prior written consent of the other party; provided, however, Commerce may, without the consent of any Customer Party, assign any or all of its rights and obligations under this Agreement to its parent, any subsidiary (of Commerce or its parent), or any affiliate (of Commerce or its parent) or to any other party pursuant to a merger, acquisition, consolidation, reorganization, or a sale of all or any portion of its assets.

11. **NOTICES.** All notices hereunder shall be in writing and shall be deemed duly given when personally delivered, when delivered by recognized overnight courier, or three (3) days after mailing if sent by certified or registered United States mail, return receipt requested, postage prepaid, to the appropriate party at the address set forth below, or at such other address as the applicable party may indicate from time to time in writing. Notice hereunder shall be sent:

If to Commerce:	**If to Customer:**
Commerce Bank	City of Palatka
Attn: Commercial Card Services	Attn: Matt Reynolds
811 Main Street	201 North 2nd St.
Kansas City, MO 64105	Palatka, FL 32177

Communications with Commerce concerning disputed billings shall be made by mail to Commercial Card Services, 811 Main Street, Kansas City, Missouri 64105 or by phone at 800-892-7104.

12. **CONFIDENTIALITY.** Commerce and Customer will keep strictly confidential and will not use or disclose to any third party or to any employee, officer, director or agent (except on a need to know basis) for any purpose whatsoever (other than as contemplated herein or for a business evaluation of the Program performed by Commerce or Customer) all or any portion of the contents of the Program, including but not limited to, any of the terms of, conditions of or other facts concerning the Program and any written or oral information furnished by Commerce or by Customer which is either nonpublic, confidential or proprietary in nature unless such use or disclosure is mutually agreed upon in writing by Customer and Commerce; provided, however, Customer understands and acknowledges that affiliates of Commerce and vendors of Commerce will assist in the implementation and maintenance of, and provision of various services under, the Program; and provided, further, that Commerce may use Customer's name, Customer-provided logo, general industry/business description, and Customer's general, non trade-secret product usage in Commerce's customer listings and in its sales presentations without obtaining Customer's prior consent. In the event Customer is subject to a Public Record Law, Customer shall comply with the provisions of this Confidentiality paragraph only to the extent that such compliance is in accordance with the applicable Public Record Law.

13. **INDEMNITY.**

a. Customer Obligation. To the extent permitted under the Indemnification Laws, Customer agrees to defend, indemnify and hold harmless Commerce and its officers, directors, agents and employees from and against any and all claims by third parties (including, without limitation, Employee Cardholders) and all costs (including reasonable attorneys' fees and costs), expenses and liabilities incurred by Commerce in connection with such claims, arising from or as a result of the establishment of the Program (including, without limitation, the issuance of Commercial Cards and/or the cancellation thereof and actions arising in connection with its use of On-Line Services identified in Addendum B), provided that such claims are not the result of or connected with the gross negligence or willful misconduct of Commerce or the violation by Commerce of any law or regulation relating to credit cards. Customer acknowledges that the pricing provided in Addendum A is based on including this indemnification.

b. Commerce Obligation. Commerce agrees to defend, indemnify and hold harmless Customer and its officers, directors, agents and employees from and against any and all claims by third parties and all costs (including reasonable attorneys' fees), expenses and liabilities incurred by Customer in connection with such claims, arising from or as a result of the gross negligence or willful misconduct of Commerce.

c. Limitation of Commerce Obligation. In no event shall the amount of Commerce's obligation under Section 13(b) exceed the maximum amount that Customer would be legally permitted, under the Indemnification Laws in effect as of the date of the event giving rise to such obligation of Commerce, to pay or contractually incur (whichever amount is lower) under Section 13(a) as of such date.

14. **MISCELLANEOUS.**

a. Relationship: Nothing contained in this Agreement shall be construed to create any relationship for brokerage, agency, joint venture, partnership or employment between Commerce and Customer.

b. No Implied Waivers: The rights of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

c. Remedies: In the event that Commerce or any Customer Party breaches or violates any of the obligations contained in this Agreement, and in addition to the rights and remedies otherwise provided in this

Agreement, the non-breaching party shall be entitled to exercise any right or remedy available to it either at law or in equity, including without limitation, termination of this Agreement, damages and injunctive relief. The exercise of any right or remedy shall be cumulative.

d. Complete Agreement; Amendments: This Agreement constitutes the complete understanding among the parties hereto with respect to the subject matter hereof, and all prior oral or written communications and agreements with respect thereto are superseded. In the event of any inconsistency between this Agreement and any other agreements or documents relating to the transactions contemplated herein, this Agreement shall control. No alteration, amendment or modification of any of the terms and provisions in this Agreement shall be valid unless made pursuant to an instrument in writing signed by the parties hereto.

e. Successors and Assigns: All the terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

f. Severability: The invalidity or unenforceability of any one or more portions, sentences, clauses or paragraphs in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.

g. Force Majeure. Commerce shall not be in default of this Agreement to the extent that performance of its obligations is delayed or prevented by reason of any act of God, war, terrorism, fire, explosion, flood, act of government or any act or omission of a third party, including, but not limited to, telecommunications carriers and utilities or any other matter beyond its reasonable control.

h. Patriot Act/ OFAC; Other Law: Commerce complies with the USA Patriot Act and laws administered by OFAC (The Office of Foreign Assets Control). These laws mandate that Commerce verify certain information about customers. Commerce reserves the right, at any time, to request information that may assist Commerce in compliance with these laws. Customer agrees to promptly provide such information as requested by Commerce, including, without limitation, information about Employee Cardholders. In addition, Customer covenants to comply with any mandatory state or local laws applicable to Customer relating to this Agreement, including without limitation, any laws relating to appropriations or budgets.

i. Survival: Notwithstanding anything to the contrary herein, Sections 5, 6(b), 9, 11, 12, 13, 14 and 15 shall survive the termination of this Agreement.

15. **JOINT AND SEVERAL LIABILITY.** Notwithstanding anything to the contrary contained herein, each Customer Party hereby jointly and severally agrees to all of the provisions hereof, and all obligations of Customer under this Agreement shall be joint and several. In particular, without limitation, each Customer Party is responsible for the payment of all fees and for charges as described in this Agreement, regardless of the benefit received by such Customer Party.

16. **COUNTERPART SIGNATURES.** This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

17. **OTHER REQUIRED DOCUMENTS.** Notwithstanding anything to the contrary herein stated, this Agreement will be effective only upon receipt a fully executed Corporate Resolution from each Customer Party.

18. **EFFECTIVE DATE**. Notwithstanding anything else contained herein to the contrary, this Agreement will be subject to Commerce performing due diligence and credit investigations and will be effective only upon execution by Commerce as of the date shown below (the "**Effective Date**").

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the parties hereto.

Commerce Bank
(Commerce)

By: _____

Title: _____

Effective Date: _____

City of Palatka, Florida
(Customer)

By: _____

Title: _____

Palatka Downtown Redevelopment Agency
(Customer)

By: _____

Title: _____

ADDENDUM A
Pricing and Payment Schedule

Program Fees	
Pricing Term	The pricing outlined herein will expire in 60 days from October 5, 2012 unless a Commercial Card Agreement is executed.
Late Fee for Central Bill Accounts	For each payment not received by the payment due date shown on the billing statement, a late fee will be charged. The late fee for the respective Commercial Card or account will be 2.5% of the amount past due.
Cash Advance Fee	All cash advances will be assessed a cash advance fee of 3.0% of the cash advance amount with a $3.00 minimum.
International Service Fee	Visa and MasterCard purchases, cash withdrawals and cash advances made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by Visa International and MasterCard International. Visa conversion will be at a rate selected by Visa from the range of rates available in wholesales currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. MasterCard conversion rate will be selected by MasterCard, typically either a government-mandated rate or a wholesale rate provided to MasterCard. Conversion to U.S. Dollars may occur on a date other than the date of the transaction. Therefore, the conversion rate may be different from the rate in effect at the time of the transaction. Customer agrees to pay the converted amount, plus an international service fee in the amount of 2% of the transaction amount on purchases and 1% on cash withdrawals and cash advances. For purchases, cash withdrawals and cash advances made in U.S. dollars outside of the United States and its territories, you agree to pay the transaction amount plus a 1% service assessment fee.
Finance Charge on Cash Advances	The periodic rate finance charge begins to accrue on the transaction date of any cash advance and is computed by applying the periodic rate to the average daily balance. Whenever payment in full is credited to the Employee Cardholder account by the statement due date, no additional periodic rate finance charge will be billed on a later statement to collect the periodic rate finance charge earned from the billing statement date to the date of actual payment. Cash advances include advances made by means of convenience checks, an electronic device or machine, a teller of any financial institution, by means of a balance transfer from another credit card, for the purchase of wire transfers, non-US currency, traveler's checks, truck stop transactions, tax payments, money orders, bets, lottery tickets and casino gaming chips. A minimum finance charge of $.50 will be imposed in any billing period for which a finance charge is payable. Each Employee Cardholder account will accrue a finance charge at a periodic rate equal to 4.9% in excess of the Prime Rate, fixed monthly, divided by 12. As used herein, the "Prime Rate" is the rate published in *The Wall Street Journal* in its column called "Money Rates" on the last business day of the month immediately preceding the first day of the applicable billing cycle. No representation is made that the Prime Rate is the lowest, the best or the favored rate of interest. If for any reason *The Wall Street Journal* no longer publishes the "Money Rates" column, then Commerce will choose a new index based on comparable information.

Other Fees	
Overnight Delivery of Replacement Card	$25 per occurrence
Federal Express Delivery of Bulk Cards	Price Quote
Basic Card Design	NO CHARGE
Ultra-graphic Card Design	$500 one- time fee **(waived)**
Full Customized Plastic and re-order	Price Quote
Returned Check Fee	$29 per occurrence
ACH Return	$29 each after first occurrence
Phone Payment	$15 each after first occurrence
Statement Reprinting	$2 per statement after three occurrences Free through certain software products selected by Customer.
Other	For information, copies or other reports not specified in this Addendum, Commerce may charge Customer such fees as Customer and Commerce may agree from time to time.
Software Initial Training	Commerce Bank uses a 'train the trainer' model. General training occurs with either in-person or WebEx / Phone training with the Program Administrators. The Program Administrators, in turn, train the cardholders and system users on the chosen reporting and maintenance application. Additional Program Administrator training can be conducted via WebEx / Phone at no additional charge. Cardholder and system user training via WebEx / Phone will be charged at $250 / hour. In-person training sessions (after initial Program Administrator software training) will be charged at $250 / hour plus travel expenses and appropriate travel notice is requested for training.

Reporting and Maintenance Tool Options	
ControlPay Advanced	
Implementation Fee**	$5,000 WAIVED
Annual Maintenance Fee**	$500 WAIVED
Routine maintenance and upgrades	NO CHARGE
Initial web-based or phone training for Administrators**	NO CHARGE
Customized Programming	**AP File Layouts** ❖ Standard – No Charge ❖ Custom – in those instances where this effort will generate a cost over $3,000, Commerce will obtain a price quote for Customer. **Reconciliation Reports** ❖ Standard – No Charge ❖ Custom – Commerce will obtain a price quote for Customer. **Other Custom Programming** ❖ Commerce will obtain a price quote for Customer unless development is mutually agreed upon by Customer and Commerce. Development hours, beyond the initial 20 hours, are typically charged at a rate of $150.00 per hour.

Payment Schedule

Commerce will generate a billing statement on a periodic basis as outlined below. All amounts owing on the Commercial Cards, including fees and charges, shall be due and payable in full on a grace period as outlined below, after the date of such statement. The statement will be transmitted to the Employee Cardholder or to Customer via U.S. Mail or made available by an alternative means as agreed upon by both parties.

Billing Frequency	Grace Period in Days	Payment Method
Weekly	3	AutoPay

REVENUE SHARE

1) Commerce will pay Customer a revenue share on a monthly basis.
2) Total Monthly Net Volume is defined as gross purchases less credits, cash advance amounts, and fraudulent transaction amounts.
3) Monthly payments are based on the matrix schedule below. Payment tiers are calculated on total monthly net volume.

Monthly Net Volume	Corresponding Annual Net Volume	3 Day Grace
$0 - $41,666	$0 - $499,999	0.95%
$41,667 - $83,333	$500,000 - $999,999	1.05%
$83,334 - $124,999	$1,000,000 - $1,499,999	1.19%
$125,000 - $166,666	$1,500,000 - $1,999,999	1.25%
$166,667 - $208,333	$2,000,000 - $2,499,999	1.30%
$208,334+	$2,500,000+	1.38%

REVENUE SHARE ADJUSTMENTS

1) Volume qualifying at Large Ticket Interchange (LTI) will be paid 0.50%.
2) Volume qualifying at Visa Large Purchase Advantage (VLPA) will be paid at 0.02%.

3) Commerce reserves the right to withhold, suspend or modify payment for the following reasons:
   a) If the average transaction falls below $500 (Gross purchase volume / total transaction count)
   b) If Customer's average Interchange Rate falls below 2.25%
   c) If Interchange Rates become significantly altered by Visa and / or MasterCard
   d) If monthly volume contain fraudulent transactions
   e) If the revenue share payment is less than $10
   f) If account become delinquent (central billed accounts only)
4) Commerce may (without written notice) adjust the revenue sharing percentages, as provided below, at the end of each calendar quarter following the Agreement Effective Date
   a) Adjustments are based on the U.S. Prime Rate, as published in The Wall Street Journal "Money Rates" column on the last business day of the month immediately preceding the first day of the applicable billing cycle
   b) Adjustments to revenue share based on Prime Rate fluctuations are not applicable while Prime Rate remains at, or below, the established 4.00% floor
   c) When the Prime Rate exceeds 4.00%, Commerce will adjust the revenue share percent payable using the grid below. Commerce will use the same grid to determine subsequent revenue share adjustments should the Prime Rate increase or decrease from any newly established Prime Rate level in future quarters
   d) The Established Prime Rate at the time of this contract is 3.25%

Billing Cycle	Grace Period	Change in Prime Rate	Revenue Share Adjustment
Weekly	3 Day	0.50%	0.010%

For example, if Prime Rate is 5.00% at the end of a calendar quarter and Customer has a Weekly Billing Cycle and a 3-Day Grace Period, Commerce will reduce percentages in all revenue share tiers by 2 basis points (0.02%).

All line items noted with a "" are the costs associated with establishing the Program as referenced in Paragraph 7 of the Agreement.

IN WITNESS WHEREOF, this Addendum A has been executed by the duly authorized officers of the parties hereto, and this Addendum A supersedes any prior Addendum A.

Commerce Bank
(Commerce)

By: _____

Title: _____

Effective Date: _____

City of Palatka, Florida
(Customer)

By: _____

Title: _____

Palatka Downtown Redevelopment Agency
(Customer)

By: _____

Title: _____

ADDENDUM B
Election of On-Line Services

Customer has elected certain On-Line Service(s) (each a "Service," collectively, the "Services.") The Services are Internet based customer service offerings that enable Customers to inquire about accounts and transaction information, submit account change requests and download information about credit card accounts, among other capabilities. The terms and conditions of the Agreement, including, without limitation, the provisions regarding Indemnification and Liability, govern the use of each Service. Customer understands and accepts the risks inherent in the use of the Internet for each Service, including the potential for the risk of loss. Except as may otherwise be provided in paragraph 9 of the Agreement, Commerce is not responsible for any loss associated with Customer's use of any Service. By electing a Service, Customer agrees to pay the fees associated with the Service as listed in Addendum A. In addition, Customer agrees to use each Service only as provided in the User Guide relating to the Service in effect from time to time (the "User Guide") and according to the provisions contained in the Service License Agreement, if any, between Customer and the Service provider.

Use of any Service will require a user name and password. Customer acknowledges that Commerce is entitled to rely on the use of the user name and password as authorization for any transaction initiated using each Service. Customer is responsible for all transactions initiated or authorized using any Service. The password Customer selects is for its use and protection. Customer agrees to: (a) not disclose the password or otherwise make it available to anyone else; (b) use the password as instructed in the User Guide; and (c) be liable for the password and for its use as described in the Agreement and/or the User Guide.

If Customer permits any person other than the Administrator to make use of any Service to perform any duty or responsibility of the Administrator, Customer will have authorized that person to act as an Administrator. Customer will be responsible for all transactions initiated or authorized by that additional or new Administrator using any Service. In addition, Customer must execute and deliver proper documentation authorizing this additional or new Administrator to act for and on behalf of Customer, and Customer must provide such other documentation as may be requested by Commerce.

IN WITNESS WHEREOF, this Addendum B has been executed by the duly authorized officers of the parties hereto and this Addendum B supersedes any prior Addendum B.

Commerce Bank
(Commerce)

By: _____

Title: _____

Effective Date: _____

City of Palatka, Florida
(Customer)

By: _____

Title: _____

Palatka Downtown Redevelopment Agency
(Customer)

By: _____

Title: _____

Commerce Bank

Resolution
To Obtain Commercial Card Accounts

The undersigned, _____ the City Clerk of City of Palatka, Florida ("City") does hereby certify that the following resolutions were duly and regularly passed and adopted by the City Council of this City, at a meeting duly called, on the _____day of _____, 20___, and such resolutions are still in full force and effect and have not been amended or revoked.

RESOLVED, that any one of the following:

_____
_____
_____
_____

be and each hereby is authorized directed and empowered to establish commercial card accounts ("Accounts") with Commerce Bank (herein called "Commerce"), to incur debt (in the form of a line of credit established by Commerce for City) associated with the Accounts, and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any application and/or agreement (each an "Agreement") to open the Accounts.

FURTHER RESOLVED, that any one of the foregoing named officers of this City may from time to time request Commerce to issue commercial cards to any person in connection with any of the Accounts.

FURTHER RESOLVED, that any one of the foregoing named officers of this City may from time to time appoint an Administrator to assist Commerce in the administration of the Program as provided in the Agreement (each such term as defined in the Agreement).

FURTHER RESOLVED, Commerce is authorized to act upon these resolutions until written notice of revocation is delivered to Commerce, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the officers named herein.

The undersigned further certifies that the specimen signatures appearing below are the signatures of the officers authorized to sign for this City by authority of these resolutions.

SPECIMEN SIGNATURES:

NAME (typed)	TITLE (typed)	SIGNATURE

IN WITNESS WHEREOF, I have hereunto set my hand as _____City Clerk of this City this _____ day of _____, 20___.

City Clerk: _____

Commerce Bank

Resolution
To Obtain Commercial Card Accounts

The undersigned, _____ the City Clerk of Palatka Downtown Redevelopment Agency ("Agency") does hereby certify that the following resolutions were duly and regularly passed and adopted by the City Council of Palatka, at a meeting duly called, on the _____day of _____, 20___, and such resolutions are still in full force and effect and have not been amended or revoked.

RESOLVED, that any one of the following:

_____
_____
_____
_____

be and each hereby is authorized directed and empowered to establish commercial card accounts ("Accounts") with Commerce Bank (herein called "Commerce"), to incur debt (in the form of a line of credit established by Commerce for Agency) associated with the Accounts, and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any application and/or agreement (each an "Agreement") to open the Accounts.

FURTHER RESOLVED, that any one of the foregoing named officers of this Agency may from time to time request Commerce to issue commercial cards to any person in connection with any of the Accounts.

FURTHER RESOLVED, that any one of the foregoing named officers of this Agency may from time to time appoint an Administrator to assist Commerce in the administration of the Program as provided in the Agreement (each such term as defined in the Agreement).

FURTHER RESOLVED, Commerce is authorized to act upon these resolutions until written notice of revocation is delivered to Commerce, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the officers named herein.

The undersigned further certifies that the specimen signatures appearing below are the signatures of the officers authorized to sign for this Agency by authority of these resolutions.

SPECIMEN SIGNATURES:

NAME (typed)	TITLE (typed)	SIGNATURE

IN WITNESS WHEREOF, I have hereunto set my hand as _____City Clerk of this Agency this _____ day of _____, 20___.

City Clerk: _____

Commerce Bank

Credit Line Form

The following figures best estimate what we are trying to accomplish with our Commerce Bank Commercial Card program.

Estimated Annual Spend: $ 1,000,000

Credit line needed: $ 27,000

Cycle Type: Weekly Billing Cycle, 3-day Grace

While these are estimates for my program, I believe it accurately outlines the goals of our Commercial Card program.

City of Palatka, Florida, Palatka Downtown Redevelopment Agency
Company Name

_____
Individual Name (Printed)

_____
Signature

_____
Title

_____
Date

_____
Federal Tax ID Number

Commerce Bank

Program Administrator Delegation

The Commerce Bank Commercial Card Agreement, dated _____ between Commerce Bank ("Commerce") and **City of Palatka, Florida, Palatka Downtown Redevelopment Agency** states:

> Program Administrator. Customer, upon signing this agreement, shall designate one or more of its employees (individually and collectively, the "Administrator ") to assist Commerce in the administration of the Program.

In accordance with the above, the individuals listed below are designated as Administrator(s), for **City of Palatka, Florida, Palatka Downtown Redevelopment Agency**. Each hereby is authorized to establish credit card accounts "(Accounts") with Commerce. The undersigned further certifies that these Administrator(s) are authorized to conduct the Program Administration activities for this corporation by authority of this letter including, but not limited to opening new accounts.

Individual	Signature

_____ _____

Signature of Authorized Person Date

Print Name _____

Title _____

ELECTRONIC REIMBURSEMENT AUTHORIZATION
REVENUE SHARE
(CORPORATE TRANSACTIONS)

Commerce Bank

Customer Name: _____

This electronic reimbursement authorization by _____ (herein referred to as "Customer") authorizes Commerce Bank (herein referred to as "Commerce") to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any entries in error to the checking account indicated held at the depository financial institution named below, herein referred to as "Depository," and to credit and/or debit the same to such account. These entries will be for payment of revenue share due to Customer or for necessary adjustment entries from Commerce. Customer acknowledges that the origination of ACH transactions to Customer's account must comply with the provisions of U.S. law.

Account Information (Please print)

Depository (Bank) Name: _____

City & State: _____

Account #:_____

Routing/Transit #: _____

Account Title: _____

This authority is to remain in full force and effect until Commerce has received written notification from Customer of its termination in such time and in such manner as to afford Commerce and Depository a reasonable opportunity to act on it. In no event shall such termination be effective as to entries processed prior to receipt of such notice. Commerce may terminate this agreement at any time.

_____
Customer

By: _____
Signature and Date

Title:_____

Address for notice: _____

_____

_____

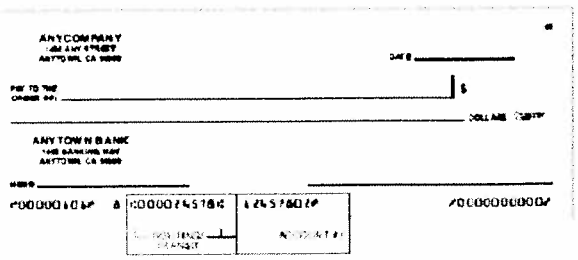
_____

Commerce Bank
Address for notice: Commerce Bank
Attn: Michelle Moore
P.O. Box 411036
Kansas City, MO 64179-9640

Fax: 816-760-7935

To locate the Routing/Transit # and Account # on your checks, please refer to the image to the right.

- The Routing/Transit # is located between the ⑆ symbols.
- The Account # is generally located to the right of the Routing/Transit #.



ELECTRONIC PAYMENT AUTHORIZATION
(CORPORATE TRANSACTIONS)

Commerce Bank

Customer Name: _____

This electronic payment authorization by _____ (herein referred to as "Customer") authorizes Commerce Bank (herein referred to as "Commerce") to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any entries in error to the checking account indicated held at the depository financial institution named below, herein referred to as "Depository," and to debit and/or credit the same to such account. Customer acknowledges that the origination of ACH transactions to Customer's account must comply with the provisions of U.S. law.

Account Information (Please print)

Depository (Bank) Name: _____

City & State: _____

Account #: _____

Routing/Transit #: _____

Account Title: _____

This authority is to remain in full force and effect until Commerce has received written notification from Customer of its termination in such time and in such manner as to afford Commerce and Depository a reasonable opportunity to act on it. In no event shall such termination be effective as to entries processed prior to receipt of such notice. Commerce may terminate this agreement at any time.

_____
Customer

By: _____
Signature and Date

Title: _____

Address for notice: _____

_____

_____

_____

Commerce Bank
Address for notice: Commerce Bank
Attn: Michelle Moore
P.O. Box 411036
Kansas City, MO 64179-9640

Fax: 816-760-7935

To locate the Routing/Transit # and Account # on your checks, please refer to the image to the right.

- The Routing/Transit # is located between the ⑆ symbols.
- The Account # is generally located to the right of the Routing/Transit #.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Agenda Item

3g

CITY COMMISSION AGENDA ITEM

SUBJECT: Resolution No. 9 - 48 amending the regular meeting time of the Palatka CRA from 4:00 p.m. to 5:00 p.m.

DEPARTMENT: Admin/City Clerk

ATTACHMENTS: ___ Ordinance ___x_ Resolution ___ Motion
___ Support Documents ___ Other

SUMMARY: On October 11 the Palatka CRA voted to direct Staff to bring a resolution to the City Commission amending the regular meeting time of the CRA to 5:00 p.m. (from 4:00 p.m.). With proper notice to the CRA members and by meeting legal advertising requirements, the City Manager can amend the specific meeting time based upon the anticipated time requirement for the agenda, should he determine that the meeting will last longer than an hour.

RECOMMENDED ACTION: Adopt Resolution No. 9 - 48 amending the regular meeting time of the CRA to 5:00 p.m.

DEPARTMENT HEAD	Submitted: __B Driggers_____	Date: 10/12/12
	Requested Agenda __Consent____	Date: 10/25/12
FINANCE DEPARTMENT	Budgeted ___Yes ___No X N/A	Date: 10/18/12
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date: 10/15/12

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

DISTRIBUTION: ___APT___CA ___CC ___CM ___FIN ___FD ___P&C ___PD ___PLN ___S&S___W&S ___WTP ___WWTP

RESOLUTION NO. 9 - 48

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AMENDING THE TIME OF THE REGULAR MEETING OF THE CITY OF PALATKA COMMUNITY REDEVELOPMENT AGENCY (CRA), AND PROVIDING A COMMENCEMENT DATE

WHEREAS, the Palatka City Commission adopted Resolution #4 – 7 on September 8, 1983 which declared a portion of Downtown Palatka as an area suitable for redevelopment and finding the need for rehabilitation, conservation or redevelopment of such area; and

WHEREAS, the Palatka City Commission adopted Resolution #4-11 on November 10, 1983 which found a need to create a Downtown Redevelopment Agency (DRA), also known as the Community Redevelopment Agency (CRA) to carry out the Community Redevelopment Purposes of Chapter 163, Part III, FS in the Community Redevelopment Area; and

WHEREAS, the Palatka City Commission adopted Resolution No. 8-63 on December 15, 2009 setting the regular meeting date of the CRA on the 2nd Thursday of each even month at 4:00 p.m.; and

WHEREAS, during regular session on October 11, 2012, the Palatka CRA recommended amending the time of the regular meeting to 5:00 p.m.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka that commencing in December, 2012, the regular meetings of the Community Redevelopment Agency (CRA) shall generally be held at 5:00 p.m. on the 2nd Thursday of each even month (February, April, June, August, October and December), unless otherwise noticed, in compliance with F.S. 187.417.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 25th day of October, 2012.

CITY OF PALATKA

By: _____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CRA Agenda Item 10-11-12

VISION Palatka

AGENDA ITEM

SUBJECT: CRA Meeting Schedule

DEPARTMENT: Admin/City Manager

ATTACHMENTS: ☐ Ordinance ☐ Resolution ☐ Motion
☒ Support Documents ☐ Other

SUMMARY: The CRA meeting schedule sets the time of CRA meetings at 4:00 p.m. on the 2nd Thursday bi-monthly (February, April, June, August, October & December). These meetings coincide with City Commission meetings, which begin at 6:00 p.m. It is my recommendation that the meeting time be amended to 5:00 p.m. as this is more efficient and eliminates a large gap of time between meetings. If it looks as though a CRA meeting will run long, the meeting time can be moved up and advertised as such per FS189.417.

As the meeting schedule is set by resolution of the City Commission, it will need to be changed by a resolution of the City Commission.

RECOMMENDED ACTION: Direct staff to bring a resolution to the City Commission amending the time of CRA meetings to begin at 5:00 p.m.

DEPARTMENT HEAD
Submitted: M. Czymbor Date:
Requested Agenda: CRA Date: 10-11-12

FINANCE DEPARTMENT Budgeted ☐ Yes ☐ No ☑ N/A MR Date: 10/18/12

CITY ATTORNEY Approved as to Form and Correctness Date: _____

CITY MANAGER Approved Agenda Item For: [signature] Date: 10/19/12

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

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

2010 Resolution

RESOLUTION NO. 8-63

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, SETTING FORTH A REGULAR MEETING DATE OF THE CITY OF PALATKA COMMUNITY REDEVELOPMENT AGENCY (CRA), ALSO KNOWN AS THE PALATKA DOWNTOWN REDEVELOPMENT AGENCY, AND PROVIDING A COMMENCEMENT DATE

WHEREAS, the City of Palatka City Commission adopted Resolution #4 – 7 on September 8, 1983 which declared a portion of Downtown Palatka as an area suitable for redevelopment and finding the need for rehabilitation, conservation or redevelopment of such area; and

WHEREAS, the City of Palatka City Commission adopted Resolution #04-11 on November 10, 1983 which found a need to create a Downtown Redevelopment Agency (DRA), also known as the Community Redevelopment Agency (CRA) to carry out the Community Redevelopment Purposes of Chapter 163, Part III, FS in the Community Redevelopment Area; and

WHEREAS, on December 15, 2009 the City of Palatka CRA, also known as the DRA, met during a called session and heard a recommendation made by staff to set a regular meeting date of 4:00 p.m. on the 2nd Thursday of each even month, providing for six (6) regular meetings per year; and

WHEREAS, the Palatka City Commission hereby finds that it is necessary to set a regular meeting date for the Palatka Community Redevelopment Agency (CRA), also known as the DRA; and

WHEREAS, public notice is required for these meetings, which are open to the public.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka that commencing in February 2010, the regular meetings of the Community Redevelopment Agency (CRA), also known as the Downtown Redevelopment Agency, shall generally be held at 4:00 p.m. on the 2nd Thursday of each even month (February, April, June, August, October and December), unless otherwise noticed, in compliance with F.S. 187.417.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 28th day of January, 2010.

CITY OF PALATKA

Agenda Item

3h

CITY COMMISSION AGENDA ITEM

SUBJECT: Request to Amend Dates & Time for Special Events Permit # 12-14: Palatka Main Street Truck & Jeep Rally (Formerly 2nd Saturday Truck & Jeep Rally)

DEPARTMENT: Special Events

ATTACHMENTS: ___ Ordinance ___ Resolution ___ Motion
_X_ Support Documents ___ Other

SUMMARY: On 9/27 the Commission granted permission to exceed allowable noise levels for Special Events Permit #12-41, 2nd Saturday Main Street Truck and Jeep Rally, for three dates (10/13, 11/10 and 12/8) from 5 pm to 9 pm. Palatka Main Street has amended its special events application to hold this event on just one date (11/23/12 from 9pm to 11 pm). This is a request to grant permission to exceed allowable noise levels on November 12, 2012 from 9 pm to 11 pm for the Palatka Main Street Truck & Jeep Rally.

RECOMMENDED ACTION: Grant permission to exceed allowable noise levels for Amended Special Events Permit #12-41, Palatka Main Street Truck and Jeep Rally, for the one date of November 23, 2012 from 9 pm to 11 pm.

DEPARTMENT HEAD	Submitted: Jeff Norton	Date: 10/5//12
	Requested Agenda Consent	Date: 10/2//12
FINANCE DEPARTMENT	Budgeted ___Yes ___No X N/A	Date: 10/18/12
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date: 10/15/12

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

DISTRIBUTION: ___APT ___CA ___CC ___CM ___FIN ___FD ___P&C ___PD ___PLN ___S&S ___W&S ___WTP ___WWTP

APPLICATION # 12-11

(circle one below)

CLASS A PERMIT – Filing Deadline: 60 days prior to event
CLASS B PERMIT - Filing Deadline: 30 days prior to event
CLASS C PERMIT - Filing Deadline: 30 days prior to event

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

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER
   a. Palatka Main Street
   b. CONTACT PERSON Charlie Rudd TELEPHONE 329 0100 X 333
   c. _____ FAX # _____
2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY, IF DIFFERENT FROM ABOVE
   a. CONTACT PERSON _____ TELEPHONE _____
   b. _____ FAX # _____
3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY Fall Monster Truck + Jeep Rally
4. Monster truck + Jeep exhibition
5. **DATE & HOURS** OF DESIRED USE: Nov. 23 9-11pm
6. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.) 900 Block of St. Johns Ave.
7. ROAD CLOSURES: 900 Block of St. Johns Avenue
8. REQUEST FOR NOISE VARIANCE(Dates and Times): Nov. 23 7-11pm
9. REQUEST FOR ALCOHOL VARIANCE(Dates, Times, Location): N/A
10. ESTIMATE OF ANTICIPATED ATTENDANCE 200
11. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT N/A
12. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES
    a. CLASS A: ____ **$150.00- up to 10,000 in attendance per day**
       ____ **$225.00- 10,000 – 40,000 in attendance per day**
       ____ **$300.00- 40,000 – 80,000 in attendance per day**
    b. CLASS B: ____ **$100.00 per day Up to 1,000 persons per day**
    c. CLASS C: ____ **$50.00 per day** (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats. Etc.
    d. Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)
13. OTHER COSTS : Fees will be determined at the pre-assessment meeting with the organizers and the City Department Heads.
14. Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines

IMPORTANT INFORMATION

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT DOES NOT INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required to** contact the City of Palatka Parks Department office at 386-329-0100 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

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

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

The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorney's fees) suffered by the City of Palatka for:

1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
2.) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee and/or any other persons.

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

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

10/2/12
DATE

SIGNATURE OF APPLICANT

APPROVED:

SPECIAL EVENTS COORDINATOR DATE

CHIEF OF POLICE DATE

RETURN TO:
JEFF NORTON
SPECIAL EVENTS COORDINATOR
201 N. 2nd Street
Palatka, FL 32177

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

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

CITY OF PALATKA
FLORIDA

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

MICHAEL J. CZYMBO
CITY MANAGER

BETSY JORDAN DRIGGER
CITY CLERK

MATTHEW D. REYNOLD
FINANCE DIRECTOR

GARY S. GETCHEL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF OF FIRE

DONALD E. HOLMES
CITY ATTORNEY

Special Events Vendor Requirements

1. A 12ft clearance must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles.
2. Temporary vendor tents and/or canopies of 200sf or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guy ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap.
3. Temporary electrical cords and boxes will NOT cross any street and where crossing sidewalks, will be protected and pose no trip hazards. NFPA70
4. A 44" accessible clear path maintained on all City sidewalks. FBC Ch 11
5. Generators will be located to the rear of the vendor space, have a fire extinguisher and be sound deadened.

Food Vendors

1. All food vendors must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed fire extinguisher company. (Tag showing inspection within 1 year of event date.)
2. Vendor deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company.
3. Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1.
4. Concession trailers that are cooking food that produces grease laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96.
5. The Department of Business and Professional Regulation WILL INSPECT all vendors prior to opening for business.
   Event staff will coordinate the overall inspection time. DPBR contact numbers (850)-487-1395, 904-727-5540 or 5541, 800-226-5561.
   Exceptions;
   a. Non-profit organizations. The vendor must have a State of Florida Tax Exemption Certificate, issued in the name of the vendor on site.
   b. Vendor selling food items not prepared on sit, i.e. pre-packaged.

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
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CHIEF OF POL

MICHAEL LAMBEF
CHIEF FIRE OFF

DONALD E. HOLME
CITY ATTORNE

Special Events Vendor Requirements

Vendor RV Camping

1. **Temporary camping with motor homes, 5th wheels and travel trailers is permitted in coordination with the event staff. No tent camping is allowed.**
2. **Under NO circumstances will any grey or black water be dumped, except into a proper disposal facility to be provided by the Event Organizer. (The City of Palatka does not have a disposal facility)**
3. **Parking of RV Campers will insure that no driveway, street or parking lot is blocked or obstructing traffic.**
4. **Campers will be locked when not occupied.**
5. **Permission to connect to utilities will only be authorized by Event Staff.**
6. **A placard issued by the event staff will identify vendor RV's.**

CITY OF PALATKA
PLANNING MEETING
PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator

Meeting Date: _____ Special Events Coordinator: _____

- ☐ Site Sketch Provided
- ☐ Tentative Schedule of Events

Event Classification:
- Class A ☐
- Class B ☐
- Class C ☐

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

Name of Special Event/Production: Fall Monster Truck + Jeep Rally

Type of Event: Monster truck + Jeep exhibition

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still/motion picture production, etc. – attach separate listing if necessary) Monster truck + Jeeps on display, t-shirt + product sales, music playing (recorded)

Location of Event: 900 Block of St. John's Avenue + Pizzaboye parking lot

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

	Date	Day	Begin	End
Event Day 1			9 AM/PM	11 AM/PM
Event Day 2			AM/PM	AM/PM
Event Day 3			AM/PM	AM/PM
Event Day 4			AM/PM	AM/PM

Set-up for event will begin on (Date) Nov 23 at (time) 3 pm (parking lot)

Break down will be completed by (Date) Nov 23 at (time) 11 pm

EVENT Fall Monster Truck Jump Rally EVENT SPONSOR/ORGANIZATION Palatka Main Street

Name of Promoter Charles Rudd Tax Exempt No.: _____

Fee Worksheet (To be completed by Special Events Coordinator or Designee)

Special Event Permit fees $_____ Per Day x _____ Days = $_____

Law Enforcement (City Police) $23.00 per hour x _____ Officer(s) x _____ Hours = $_____

Fire Personnel $23.00 per hour x _____ Personnel x _____ Hours = $_____

Building Inspector $23.00 per hour x _____ x _____ Hours = $_____

Sanitation Equipment fee

Of Green Roll Out Containers _____ x $ 15.00 per container = $_____

Additional Charges (List)

_____ = $_____

_____ = $_____

_____ = $_____

Refundable Deposit $500.00 required (circle one) Yes No $_____

Total Estimated Fees $_____

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

APPLICANT INFORMATION:

Name: Palatka Main Street
Telephone: 329-0100 x333 Fax: _____ Cellular: 352-55-1110
Address: PO Box 1054 Palatka FL 32178

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

Other contacts/Keyholders:

Name: Chris Rudd
Cellular: 352-455-1110 Telephone: 386 329-0100 x333
Fax: _____

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

- ☐ Estimated Peak Number of Participants (each day of event): Day 1 200 Day 2 _____ Day 3 _____ Day 4 _____ Day 5 _____
- ☐ Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used: N/A
- ☐ Number and proposed location of fire protection services: N/A
- ☐ Inspection(s) – Date and time requested: N/A
- ☐ Emergency medical services: Ambulance Location(s) (note on site map): N/A
  Number of EMS Personnel required: N/A
- ☐ Number and proposed location of portable toilets: (note location on site map) N/A

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

- ☐ Number and location of temporary signs/banners: _____
- ☐ Number and location of promotional visual effects: _____
- ☐ Watercraft: N/A
- ☐ Aircraft: N/A
- ☐ Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.): _____
- ☐ Date(s) and times of setup/breakdown: None set up start after Parade
- ☐ Name(s) and Type of Musical Bands to Perform (dates & times of performances): None
- ☐ Noise Abatement Requirements: N/A
- ☐ Adjoining Properties Impacted (Notification needed?): N/A
- ☐ Location, Dates and Times for Alcohol Ordinance Open Container Waiver: N/A
- ☐ Alcohol Sale Requirements (Temporary license, commercial establishment license, etc.): N/A
- ☐ Handicapped Accessibility: N/A

Items Outstanding:

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

- ☐ Nonprofit Articles of Incorporation AND Charter AND Mission Statement
- ☐ Financial Statement (last audit period)
- ☐ Consent Letter (event property): property owners on which Special Event location is held (if not held on city property)
- ☐ Fire resistive rating certificates (tents, fabric, etc.)
- ☐ Schedule Fire, Building/Electrical Inspections
- ☐ Schedule Pre/Post Sanitation Inspections
- ☐ Example of Special Event vendor permits provided
- ☐ Special Event Certificate of Insurance – City as "Additional Insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors) List Certificates required: _____
- ☐ Required permits (federal, state, local): _____
- ☐ Alcohol License (copy)
- ☐ Additional Meeting Required (Adjacent Properties, Special Events Committee, others)
- ☐ Musical Band Names/Times
- ☐ _____
- ☐ _____
- ☐ _____

PRE-PLANNING MEETING

Name of Special Event/Production: _____ Date _____

Persons Attending Planning Meeting:

Name _____ Representing _____ Position _____ Phone#

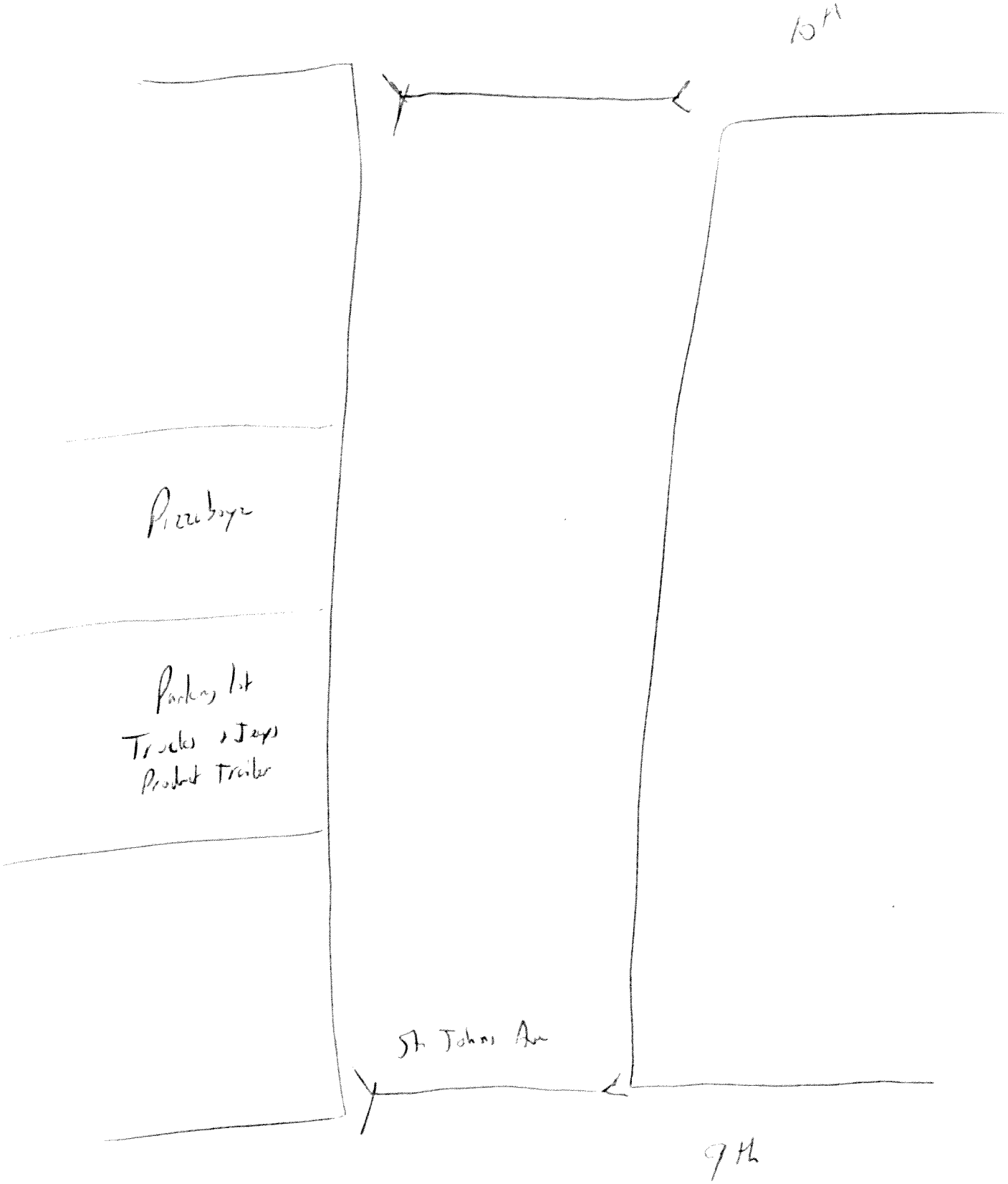
_____

NOTES

POST-EVENT CHECKLIST (Class A Events Only)

- ☐ Report listing income/expenses of event, showing amount of gross revenues, payments, net proceeds, and distribution of net proceeds.
- ☐ Affidavit listing main suppliers (advertising, t-shirts, alcohol and/or soft drink concessions, paid entertainment) who have provided goods or services in connection with the event, stating they have been paid in full, or if not, a listing of those suppliers with the amount they are owed.

Downtown Palatka



Keep St John closed after parade so trucks can roll out onto street

Agenda Item

4

CITY COMMISSION AGENDA ITEM

SUBJECT: TRANSMITTAL OF COMPREHENSIVE PLAN PUBLIC FACILITIES ELEMENT TEXT AMENDMENT ALLOWING EXCEPTIONS FOR REQUIRED ANNEXATION FOR CONTIGUOUS PROPERTIES UTILIZING CITY WATER AND/OR SEWER

DEPARTMENT: BUILDING AND ZONING

ATTACHMENTS: _X_ Ordinance ___ Resolution ___ Motion
_X_ Support Documents ___ Other

SUMMARY:
This is an administrative request for a large-scale text amendment of Comprehensive Plan Public Facilities Element Policy D.1.2.1. This Comprehensive Plan policy limits City sewer service to properties within the City limits, while City water service is available for properties outside the City with the requirement that if and when such properties become contiguous to the city limits they must annex into the city. The purpose of this amendment is to provide for an exception that contiguous properties must annex into or be within the City when receiving such utilities service.

Planning Board recommended approval at their October 2, 2012 meeting.

RECOMMENDED ACTION:
Transmit Future Land Use Map amendment to state agencies for review

DEPARTMENT HEAD Submitted: Thad Crowe Date: 10/11/2012
Requested Agenda Thad Crowe Date: 10/11/2012

FINANCE DEPARTMENT Budgeted ___Yes ___No X N/A Date: 10/18/12

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: Date: 10/15/12

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

DISTRIBUTION: ___APT___CA ___CC ___CM ___FIN ___FD ___P&C ___PD ___PLN ___S&S___W&S ___WTP ___WWTP

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

ORDINANCE NO. 12 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE PUBLIC FACILITIES ELEMENT OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED TO PROVIDE FOR EXCEPTIONS TO REQUIREMENT THAT PROPERTIES RECEIVING CITY WATER AND SEWER SERVICE BE ANNEXED WHEN CONTIGUOUS TO CITY LIMITS WHEN CERTAIN CRITERIA PERTAINING TO ECONOMIC DEVELOPMENT, SYSTEM REVENUE AND EFFICIENCY, URBAN SPRAWL, AND ENVIRONMENTAL PROTECTION ARE MET; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Subsection 163.3184, Florida Statutes, as amended, provides for the amendment of an adopted comprehensive plan, and

WHEREAS, the Planning Board conducted a public hearing on October 2, 2012, and recommended approval of this amendment to the City Commission, and

WHEREAS, Section 163.3184(3)(b)1., Florida Statutes, as amended, provides that the City Commission may transmit the proposed amendment ordinance and supporting data and analysis to state reviewing agencies and any other local government or governmental agency that has filed a written request with the governing body, and

WHEREAS, Section 163.3184(3)(b)2., Florida Statutes, as amended, provides that state agencies shall transmit to the City of Palatka comments regarding adverse impacts on important state resources and facilities by the amendments, and

WHEREAS, Section 163.3184(3)(c)1., Florida Statutes, as amended, provides that the City Commission shall hold a second public hearing to adopt the amendment within 180 days after receipt of agency comments, and

WHEREAS, the City Commission properly transmitted this

amendment to state agencies and did not receive adverse comments from said agencies,

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

Section 1. Adopted Large Scale Amendment

That the following policy of the Public Facilities Element of the adopted Comprehensive Plan of the City of Palatka is hereby amended as shown below to provide for exceptions to the requirement that properties receiving City water or sewer must annex into the City when contiguous to the City limits.

Policy D.1.2.1

The City of Palatka shall establish a coordinating relationship with the Putnam County Board of County Commissioners to discuss future development plans adjacent to City borders and to discuss the City supporting development beyond their border with water/sewer service. Areas served by Palatka water and sewer will be annexed into the City; however, the distribution of potable water for areas outside of City limits is conditioned upon annexation only when those properties become contiguous. Annexation of contiguous property receiving water or sewer service shall not be required if provision of service to a property, in substantive terms, improves the efficiency of the collection system, supports the system through additional service and user fees, achieves environmental protection, and promotes economic development; and does not promote urban sprawl.

Section 3. Effect on the Comprehensive Plan

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

Section 4. Severability

Should any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portion.

Section 5. Effective date

This Ordinance shall become effective thirty-one (31) days after notification by the state land planning agency notifies the City of Palatka that the plan amendment is complete, or if timely challenged when the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 13th day of December, 2012.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

_____
City Clerk

Putnam County
CHAMBER OF COMMERCE

September 24, 2012

The Honorable Vernon Myers
Mayor of Palatka
201 North 2nd Street
Palatka, Florida 32177

Dear Mayor Myers:

Please accept this letter of support from the Putnam County Chamber of Commerce for a proposed administrative text amendment to the Comprehensive Plan, Public Facilities Element Policy D.1.2.1. which would provide exceptions, based on economic development and system efficiency considerations, to the requirement that properties receiving City water or sewer that are contiguous to the city limits be annexed, and the requirement that properties receiving City sewer service be within the City limits.

An objective of the Chamber for many years has been to promote forward-thinking planning and strategic positioning of the County and City governments, with respect to the economical and efficient provision of potable water distribution and wastewater collection, transmission, and treatment facilities, necessary to insure that Putnam County, and its municipalities, are desirable locations for the establishment of new, or the expansion of existing, industrial/manufacturing businesses; as well as to support the expansion of other commercial and residential development in an orderly and cost-effective fashion.

Providing water and waste water services without requiring annexation is a great step in the right direction. Perhaps in the near future a Master Plan could be developed and used as a prospecting tool to attract new businesses. We have an opportunity to prepare for and take steps necessary to attract the type of economic development we want, or to sit back and let things happen to us and around us.

As we come out of this recession, Putnam County can put itself in a position to attract investment if utility expansion to potential development areas is planned and ready to be implemented with costs and schedules prepared. Confidence that a definable and predictable long-term plan is in place removes uncertainty from those considering investment and makes us an attractive location.

Preparedness allows us the greatest control of the type and character of future development and affords the greatest opportunity for attracting those industries that provide the greatest sustainable economic benefit to current and future residents.

We commend you for consideration of these changes that would facilitate expansion of services without annexation and the positive impact this can have for economic development of our community.

Sincerely,

Dana C. Jones
President

Vice-Chairman Sheffield advised that he could obtain a copy of the meeting record for his use and that he would make his appeal to the City Commission.

Ms. Gooding asked what the purpose of the annexing was, as the women next to her stated she already had water but is in the County.

Mr. Crowe advised that the City is able to give people water if available, when they are not contiguous to the city limits, however once they become contiguous they are obliged to annex.

Mr. Petrucci added that the water and sewer is the way the City entices people to annex.

Motion made by Mr. Petrucci and seconded by Mr. Wallace to approve case 12-50 as submitted. All present voted affirmative, motion carried.

OLD BUSINESS

Case 12-31: Administrative request to amend Comprehensive Plan Public Facilities Element Policy D.1.2.1 to provide for exceptions, based on economic development and system efficiency considerations, to the requirement that properties receiving City water or sewer that are contiguous to the city limits be annexed, and the requirement that properties receiving City sewer service be within the City limits (tabled from September meeting).

Mr. Crowe advised that this text amendment to the Comprehensive Plan would provide for exceptions to the current rule of the Comprehensive Plan, requiring that properties outside the city limits receiving city water be annexed once they become contiguous to the city limits and that city sewer can only be afforded to properties within the city limits. This exception would be based on criteria pertaining to a substantive impact regarding economic development, system efficiency, revenue and environmental improvement. He explained that this amendment would only allow the waiver if ALL of the criteria could be met and it would not foster urban sprawl. The request for exception would be considered by the City Commission on a case by case basis, and they would have to determine that the request met all the criteria. He referred to the "pros" and "cons" listed in his staff report and stated that some examples of the "pros" would be that the City would probably see more business expansion and retention in the urban area. Without city services such economic development is difficult. The City benefits from the additional revenue for the water and sewer system from that expansion in the unincorporated area and a positive side effect is the reduction of septic tanks that are so prevalent in the unincorporated areas. He added that the "con" is that the annexation agreement method is the City's only carrot for getting people into the City and increasing the tax base which helps with maintenance and repairs to the systems. He referenced the old adage "why buy the cow when you can get the milk for free"... however, the milk is not completely free as there is a 25% surcharge on that milk. Allowing exceptions could also potentially require utility system upgrades as the City has one water plant and one sewer plant, and both are a little bit over half capacity. The City is guided by the Comprehensive Plan policy to expand the system in an infill manner, and the City has a lot of infill potential. He recommended approval of the exception process when all of the criteria are met.

Vice-Chairman Sheffield asked Mr. Crowe if the intent of the amendment was also to provide a potential revenue source for the City.

Mr. Crowe replied that this measure was looked at across the board and that it was brought to light by a potential large user (Georgia Pacific) who was interested in receiving city water, but did not want to enter into an annexation agreement. The revenue enhancement argument can be made from the standpoint that if the City can serve the unincorporated area without limitations it can potentially attract more businesses in the urban area as a whole, which would then provide more system revenue and support.

Dana Jones with the Putnam County Chamber of Commerce stated that she is in support of this text amendment. She spoke of how critical infrastructure is to the County's economic development activity and how critical this text amendment is. Prospects today are looking for shovel-ready sites, meaning infrastructure including utilities is in place, and the second best thing to that is to have a plan like this in place. She thinks it will provide a much better shot at getting prospects. Ms. Jones added that several years ago the Chamber did a study on this very matter. She urged the Board to please consider supporting this text amendment, stating that this is a critical first step in addressing one of the things that hinders this county, which is shovel-ready sites.

Dr. John Wolfenden, 131 Old Peniel Rd., stated that he was chair of a committee that studied water and waste water for the Chamber. They produced a 125-page document and forwarded an executive summary of that document to the Board members. He said that he and the Chamber considers this proposed text amendment to be a critical policy of the Comprehensive Plan that will promote economic development and that it does not promote urban sprawl. Promoting and encouraging economic development is what the Chamber of Commerce is trying to do and doing this increases the potential revenue stream with more use of the sewer plant and the increase of water production. He stated that the Chamber would encourage the Planning Board to support this amendment. He ended by referencing an old saying; "there are people who make things happen, there are people who watch things happen, and there are people who say what happened." This Board has the opportunity to make something happen, for the good of Palatka and the good of the County.

Ben Bates, 3400 Crill Ave., explained that he has been involved with the economic development arm of the Chamber since 1985 and stated that in today's environment, on the last survey they did there were 7,200 out-migrations of workers leaving this area to work in other communities with some going as far away as Orlando. He added that economic development is one of the most competitive things for communities. The City and County are competing with every city, every county and every state. When you compare what Florida has to offer versus South Carolina, Georgia and Alabama you must be competitive and being shovel-ready is a tool that is most important. Mr. Bates stated that the Wal-Mart project in south Putnam is still planned, and this project will create anywhere between 400 and 1,000 jobs. The City of Crescent City had to work out an agreement for them to run water and sewer approximately three miles to the new planned distribution plant. Part of that agreement was that Wal-Mart will assist with the upgrade to the City's water and sewer plant, which is a win-win for everyone. Mr. Bates added that there is an active client right now who is looking at Putnam County with a proposed project (similar to the planned distribution center) that this would fall under this type of arrangement. He ended by saying that the Chamber believes this amendment would be of great benefit to the City and the County by providing additional revenue to maintain and expand capacity, and to all residents by creating more jobs so that our children might not have to leave the area to work.

Ms. Gooding questioned the focus on new development when there is so much need for (infill) restoration of existing properties in the Cicty. She noted that Mr. Bates was a major owner of many of these properties.

Mr. Bates explained that those infill efforts are underway also but the economy has hindered such efforts for the past four or five years since it has been hard to get any type of funding for the private sector. He stated that infill will not happen unless an economy will support it. The City and County are either going to be pro-active or re-

active. He stated that he believes the City is being pro-active - just take a look at the downtown and the riverfront park.

Mr. Petrucci stated he would be concerned about giving up the requirement of annexation once a property became contiguous. If the City is going to provide water and sewer, that is the carrot to bringing those properties into the City which would help pay into the maintenance and expansions funds as the systems near capacity. He noted that it seemed to be a double standard to not allow exceptions for individual residents like those who addressed the Board earlier in the meeting while allowing exceptions for larger businesses.

Mr. Bates gave a hypothetical scenario, stating that if a large business like Georgia Pacific needed water & sewer and did not want to annex, if the utilities could not be made available to them they might consider moving away from the area to another area that is shovel-ready. He did not believe that would be in the best interest of the citizens, and that 125 jobs would be important to the whole community. He added that the applicant would have to meet each and every one of the exception criteria. You must look at it as something that the entire community would benefit from on a progressive level. When the Chamber is out there trying to recruit other businesses and industries to come into this community, lack of available utilities is one of the things that takes the City off their list.

Discussion took place regarding the proposed negotiating process, having as many tools as possible to attract new businesses and business expansions, and being competitive with other communities.

Michael Czymbor, Palatka City Manager, stated that upon his initial review of this proposed amendment, he thought absolutely no way, thinking it would not be in the best interests of the City. He explained that there are a number of reasons why you do not usually give away utility services without clear urban service boundaries, continuity of services, and spreading the costs around. But the more he thought about it, and specifically with the Georgia Pacific situation, he understood that they did not want to annex due to economic and financial reasons. He referred back to the previous case (#12-50 administrative annexations), stating that when a single family residence has a problem with their well and there is a nearby water line, County Health departments will make you connect to the public water system. When you compare the costs of connecting to the public water system versus drilling a new well there is a substantial savings, and you also get comprehensive police and fire services. In the case of the nine annexation agreement applicants outside of the City, they should have been annexed years ago but the City had not exercised these agreements until now. These people had agreed to annexation in exchange for the services by signing a legally binding agreement. With this text amendment, for those cases that do not meet the all specific criteria for exemption, the City will continue to follow the current Comprehensive Plan requirements. Mr. Czymbor added that with this text amendment the more it was considered, with regards to economic development as well as the capacity that is available currently in the system, it really made sense to him. Especially when you consider the opportunity of economic development of the City and the County and that there are specific criteria in place to evaluate each applicant individually to make sure that it is a benefit to the City and surrounding community.

Mr. Petrucci stated concerns regarding the exemption resulting in a lack of city taxes from those not required to annex, stating that other than the additional jobs you are not going to get any money in the City.

Mr. Czymbor addressed Mr. Petrucci's concerns, stating that not only will those that meet all the criteria for exemption will be paying a 25% increase on the water consumption (which can potentially go up to 50%) and their employees will be shopping at the stores, eating at the restaurants, and buying fuel from the gas stations. It would grow the overall tax base of the County. He stated that he understood Mr. Petrucci's point, that those that met the exemption criteria may not be specifically paying city property taxes but they would be supporting city

businesses and promoting the commerce of the City and County. The City will be weighing the benefits of each exception application on an individual basis. There is not a large benefit to the overall City for a single residential property annexation, but collectively that does grow the tax base. The benefit to the single residential property owner is that they pay a lot less in their water bill for those with annexation agreements and they no longer have to pay a surcharge on their water bill. They will also get the other city services including dedicated police and fire protection, which could result in a lower rate on their insurance premium and for the City to provide efficient services, boundaries must be squared up so better services can be provided at a lower cost.

Mr. Wallace asked Mr. Czymbor if the cost of producing a gallon of water meets or exceeds the cost of producing that gallon of water.

Mr. Czymbor replied that the City is not there yet but is getting closer, which is why the Commission just adopted a rate increase. The treatment plant where the water is made is state-of-the-art, and the City should be set for approximately 25 years other than plant routine maintenance. The next priority is to come up with enough revenue to replace the 100-year old water mains.

Mr. Petrucci stated that he understood but still had concerns that the necessary maintenance-related improvements just discussed won't receive the same attention as maybe a big user and their needs.

Mr. Czymbor explained that hypothetically, if the City were to serve a large customer like Georgia Pacific, the amount of revenue that would be taken in would more than pay for the cost of the service. So that would provide the City with additional revenue do more routine maintenance and capital improvements that the City need to do but just don't have the revenue for at this time.

Discussions continued regarding the need for a stimulus for economic development to encourage growth of the City and the unincorporated area as well as the opportunity to offer a better quality of life for the people of the City of Palatka.

Mr. Crowe stated that there is a need to look at this amendment holistically, because if it is a successful strategy then the City and County are not just going to see piecemeal occurrences of new growth and development in the Palatka urban area but a more holistic and comprehensive growth pattern.

Motion made by Mr. Wallace and seconded by Ms. Moody to recommend to the City Commission adoption of the text amendment as submitted with staff recommendations. The motion passed with four yeas and a dissenting vote cast by Mr. Petrucci.

Case 12-38 An administrative request to amend Zoning Code Sec. 94-145, 94-146, 94-148, 94-149, 94-150, 94-152, 94-154, 94-155, to provide for height limits in various zoning districts, and to revise height limit for Planned Industrial Development District Sec. 94-163 (tabled from September meeting).

Mr. Crowe explained that at the June 5, 2012 meeting the Board recommended approval of the proposed text amendment to eliminate height limits in the Future Land Use Map (FLUM) categories. When the amendment was transmitted to state agencies, F.D.O.T objected on the basis that FLUM categories should provide a measurable standard so the agencies can gauge potential development and the resulting potential impacts on their state roadways. Right now Staff is focusing on zoning code height limits because they are a hodgepodge, with some of the districts having no height limits and limits in other districts not seeming to have a lot of rationality. In looking at comparable jurisdictions the City's height limits are generally lower. Staff believes that the City's

Case 12-31
Request to Amend Comprehensive Plan Text
Public Facilities Element
(Exceptions to Required Annexation for Water and Sewer Connection)
Applicant: Building and Zoning Dept.

STAFF REPORT

DATE: September 25, 2012

TO: Planning Board Members

FROM: Thad Crowe, AICP, Planning Director

APPLICATION REQUEST

To consider an administrative text amendment to Comprehensive Plan Public Facilities Element Policy D.1.2.1 to provide for exceptions, based on economic development, environmental, system revenue, urban sprawl, and system efficiency considerations, to the requirement that properties receiving City water or sewer that are contiguous to the city limits be annexed, and the requirement that properties receiving City sewer service be within the City limits. Public notice included legal advertisement.

APPLICATION BACKGROUND

This application was tabled twice by the Board during recent months at the request of Staff to allow for Staff to explore the issues surrounding this matter with the new City Manager. The applicant is being put back before the Board with the additional criteria shown above in underlined text.

The City of Palatka is the sole provider of central water and sewer service in the Palatka urban area. As interpreted from the following Comprehensive Plan policy, sewer service is only provided within the City limits, while water service is available for properties outside the City with the requirement that if and when such properties become contiguous to the city limits they must annex into the city.

> ***Public Facilities Element Policy D.1.2.1***
> *The City of Palatka shall establish a coordinating relationship with the Putnam County Board of County Commissioners to discuss future development plans adjacent to City borders and to discuss the City supporting development beyond their border with water/sewer service. Areas served by Palatka water and sewer will be annexed into the City; however, the distribution of potable water for areas outside of City limits is conditioned upon annexation only when those properties become contiguous.*

There has been an ongoing dialogue among elected officials and staff about water and sewer provision and annexation for a number of years. Some see water and sewer service provision as one of the few incentives that the City has to encourage property owners to annex into the City – such incentives are important to overcome the economic fact that annexation results in additional City taxes. Others make the argument that denying urban service provision hampers economic development within the urban area, which may ultimately dampen the City's ability to expand through annexation. Other problems go with both sides of the discussion,

rom the need for expensive expansions to the utility system[1] that go with system growth to the problem of the status quo not addressing septic tank proliferation and continuation.

At the request of the former City Manager, staff has developed a middle ground approach for the Board's consideration that would provide the City with the alternative approach of allowing on a case-by-case basis: a) sewer service outside the City; and b) water service outside the City without required annexation when city limit contiguity occurs. Such exceptions would be allowed only when a meaningful and substantive outcome will result in the area of system efficiency, economic development, environmental improvement, or system revenue increase, and such exceptions do not promote urban sprawl. Such exceptions would be needed when a property owner either was not contiguous and thus could not annex and receive sewer service, or when a contiguous property owner did not want to annex into the City, for taxation or other reasons.

PROJECT ANALYSIS

Florida Statutes do not provide specific criteria for the review of text amendments, other than the requirement that amendments to the Future Land Use Element (FLUE) must discourage the proliferation of sprawl, and that any such amendments must be in keeping with other Goals, Objectives, and Policies of the Plan.

The potential of urban sprawl must be examined in the context of this amendment. It is possible that providing water and sewer service in outlying areas could create urban sprawl and work against infill and downtown revitalization, when the following urban sprawl tests are examined.

- *Low-intensity, low-density, or single-use development or uses.*
- *Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.*
- *Radial, strip, isolated, or ribbon development patterns.*
- *Development that fails to adequately protect and conserve natural resources and agricultural activities.*
- *Development that fails to maximize use of existing and future public facilities and services.*
- *Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.*
- *Development that fails to provide a clear separation between rural and urban uses.*
- *Development that discourages or inhibits infill development and redevelopment.*
- *Development that fails to encourage a functional mix of uses.*
- *Development that results in poor accessibility among linked or related land uses.*

The City is already required to discourage urban sprawl in all of its actions by Future Land Use Element Policy A.1.6. However a decision regarding urban services is not subject to state and agency scrutiny, which in the past has provided a base level of urban sprawl review. It is recommended including language with this policy that reinforces the need with each service provision decision to consider urban sprawl impacts.

[1] While the sewer system is currently just at 50% of capacity, the potential service area covers an area that is almost three times the City's population, and serving this larger area would require a new sewer plant.

On the issue of water and sewer provision in relation to annexation, there are no relevant Comprehensive Plan policies other than the policy proposed for amendment. The policies below guide the City to plan for future system growth and encourage infill and discourage urban sprawl.

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

All improvements for replacement, expansion, or increase in capacity of facilities shall be compatible with the adopted level of service standards for the facilities and that distribution of these facilities/services is consistent with the Future Land Use Map.

Policy D.1.2.2

Upon reaching ninety (90) percent of system capacity, the City Commission shall review the City's current debt service (for consideration of issuing bonds), federal/State grant potential and other sources of funding to determine future policies relating to system expansion.

Policy D.1.4.2 *93-5.011 (2)(c)*

Within twelve (12) months, ~~t~~the City shall adopt zoning incentives, including a density bonus, for development in-fill within areas already serviced by City water/sewer systems.

Objective A.1.6 *9J-5.006(3)(b)7*

Upon Plan adoption, the City shall discourage urban sprawl. Land Development Regulations shall be adopted that implement the following policies:

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

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

STAFF RECOMMENDATION

Staff recommends the following revised policy:

Public Facilities Element Policy D.1.2.1

The City of Palatka shall establish a coordinating relationship with the Putnam County Board of County Commissioners to discuss future development plans adjacent to City borders and to discuss the City supporting development beyond their border with water/sewer service. Areas served by Palatka water and sewer will be annexed into the City; however, the distribution of potable water for areas outside of City limits is conditioned upon annexation only when those properties become contiguous. Annexation of property receiving water or sewer service shall not be required if provision of service to a property, in substantive terms, improves the efficiency of the collection system, supports the system through additional service and user fees, achieves environmental protection, ~~or~~ and promotes economic development; and does not promote urban sprawl.

ATTACHMENT – LETTER OF SUPPORT FROM CHAMBER OF COMMERCE

Agenda Item

5

CITY of Palatka
FLORIDA

AGENDA ITEM

SUBJECT: Resolution No. 9 – 49 authorizing the execution of a Lease Agreement with North Florida Broadband Authority to allow equipment to be placed on the City of Palatka Water Tower.

DEPARTMENT: City Hall

ATTACHMENTS: ☐ Ordinance ☒ Resolution ☐ Motion
☒ Support Documents ☐ Other

SUMMARY: We have received a request from the North Florida Broadband Authority (NFBA) to enter into a lease which will allow them to place equipment on our water tower in order to provide high speed internet service to residents and businesses within Palatka and the surrounding area.

The North Florida Broadband Authority (NFBA) was created by several counties in north and north-west Florida in order to utilize grant funds made available by the American Recovery and Reinvestment Act of 2009. In order for the NFBA to satisfy the grant requirements, we will not be receiving any monetary benefit from this initial lease agreement due to the need for the authority to acquire a certain amount of in-kind contributions. However, representatives from the NFBA have stated that once the initial term of the lease has been completed we will be able to renegotiate the terms of the lease and include a monetary benefit for the City of Palatka. The initial term will end on February 1, 2017.

We have been in discussions with the NFBA to determine what benefits the City of Palatka may realize during this initial lease term and we have determined that by utilizing the internet service that they provide we will be able to connect several city departments to our network in order for them to utilize network storage, email server, etc. Also, by utilizing the NFBA internet service we will be able to place devices in strategic locations throughout the city to provide a blanket of Wi-Fi access for our police, fire, code enforcement, building inspectors, utility workers, etc. which will allow them access to the internet and our network while they are out in the field. NFBA representatives have stated that these devices will be of minimal cost and we may be able to acquire grant funds to put them in place at no cost to the city.

The NFBA has agreed to offer the city internet service at the same cost as our current internet provider; however they will be providing twice the amount of bandwidth. This will allow the city to forgo purchasing additional bandwidth for several years. Also, once the Wi-Fi devices

have been put into place, we will be able to eliminate several "air cards" which are currently being used by patrol officers in the police department to access the internet while in the field which will be a cost savings for the city.

This lease agreement was reviewed by Don Holmes and he had an issue with the wording of section 20. (B). The attorney for the North Florida Broadband Authority has revised the lease agreement and the revised copy is included with this agenda summary.

RECOMMENDED ACTION: Staff recommends adoption of Resolution No. 9-49 authorizing the execution of a lease agreement with North Florida Broadband Authority to allow equipment to be placed on the City of Palatka Water Tower.

DEPARTMENT HEAD

Submitted:	Matt Reynolds	Date: 10-10-12
Requested Agenda:	Consent	Date: 10-25-12

FINANCE DEPARTMENT Budgeted ☐ Yes ☐ No ☒ N/A Date: 10-10-12

CITY ATTORNEY Approved as to Form and Correctness Date: _____

CITY MANAGER Approved Agenda Item For: Date: 10/10/12

COMMISSION ACTION:

☐ Approved as Recommended ☐ Disapproved
☐ Approved With Modification ☐ Tabled To Time Certain
☐ Other

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

RESOLUTION No. 9-49

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH THE NORTH FLORIDA BROADBAND AUTHORITY

WHEREAS, the North Florida Broadband Authority desires to lease a portion of the City of Palatka Water Tower in order to locate, install, operate, remove, replace and maintain thereon certain wireless data communications equipment, enclosures, and related items in order to establish a fixed wireless broadband middle mile network using federal stimulus funds obtained pursuant to Broadband Technology Opportunities Program ("BTOP") Grant Award No. NTI0BIX5570023; and

WHEREAS, BTOP requires recipients to provide non-federal matching contributions to the total project cost in the form of cash or "in-kind" contributions; and

WHEREAS, the **City** deems it reasonable and appropriate to enter into a Lease Agreement with the North Florida Broadband Authority to make the City of Palatka Water Tower available as an in-kind asset in order to assist in the satisfaction of the grant requirements.

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

1. That the City Manager and City Clerk are hereby authorized to execute and attest the lease agreement with North Florida Broadband Authority.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 25th day of October, 2012.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____

CITY ATTORNEY

Betsy Driggers

From: Michael J. Czymbor
Sent: Tuesday, October 16, 2012 5:15 PM
To: Betsy Driggers
Subject: FW: Lease Agreement Between Palatka & NFBA
Attachments: Revised NFBA Lease Agreement - FL-185.docx

Importance: High

FYI

Michael J. Czymbor-CM
City Manager
City of Palatka, FL
386-329-0104

From: Jennifer Springfield [mailto:jennifer@springfieldlawpa.com]
Sent: Tuesday, October 16, 2012 5:12 PM
To: Don Hollmes
Cc: Matt Reynolds; Michael J. Czymbor; Donny Lort
Subject: Lease Agreement Between Palatka & NFBA
Importance: High

Mr. Holmes,
Thank you for reviewing and commenting on the North Florida Broadband Authority's proposed lease with the City of Palatka, forwarded to me by Matt Reynolds. In response to your concern with the first sentence of paragraph 20(B), please see the attached revised version in which I have conformed paragraph 20 to the current master form we are using based upon feedback and discussions with other local governments. Please let me know if this language is acceptable, so that I can finalize the draft document in time for the City Commission meeting on October 25th.
In response to your question regarding the provision of broadband service to the City at no charge, unfortunately, NFBA is not in a position to offer that, but it is my understanding that the terms of a service agreement have already been discussed with City staff.
If you have any other comments, questions or requested changes, please let me know. Donny Lort, NFBA's project manager, is planning to attend the Commission meeting next Thursday, October 25, 2012, to talk about the project and answer any questions the commissioners may have.
Thank you very much for your assistance.
Sincerely, Jennifer Springfield

Jennifer B. Springfield
Attorney and Mediator
Springfield Law, P.A.
806 NW 16th Avenue
Gainesville, Florida 32601
(352) 371-9909
(352) 377-4077 FAX

Betsy Driggers

From: Don Hollmes
Sent: Wednesday, October 10, 2012 5:00 PM
To: Matt Reynolds
Cc: Michael J. Czymbor
Subject: RE: Lease Agreement Between Palatka & NFBA

Matt

The lease was sent to me in a format which doesn't allow "highlighting" or modification. Accordingly, please see paragraph 20.(B). found on page 12. The first sentence of the cited paragraph seems to limit the applicability of the indemnification which follows. I don't fully understand why it is inserted and think that the provisions at issue would be more clear and more acceptable without this first sentence.

The remainder of the lease seems straight-forward and, assuming the City is ready and able to perform its obligations under the lease, I see no provisions that appear to hold a "hidden meaning" or that are particularly alarming.

I would note that the lease specifies that there will be no consideration (Payment) from lessee to lessor in exchange for the rights granted under the lease. I thought that I heard some mention of the City receiving free broad band service. I may have been confused but if the city is to receive some free service as a condition of granting the use of the premises, this should be specified within the lease. Finally, please note that the City will have an obligation to inform any entity that places equipment upon our tower subsequent to the lessee to operate their equipment in a way which does not interfere with the lessee's operation. This is a fairly standard clause but it would be the City's obligation to enforce the clause against any subsequent lessee.

In the event you have any question, please feel free to call.
Otherwise, I really would like to see the sentence referenced above at paragraph 20 "stricken".
Thanks
Don

TAX ADVICE DISCLOSURE: Pursuant to the requirements of Internal Revenue Service Circular 230, we advise you that any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of: (1) avoiding penalties that may be imposed under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any transaction or matter addressed in this communication.

CONFIDENTIALITY NOTICE: The information and all attachments contained in this electronic communication are legally privileged and confidential information, subject to the attorney-client privilege and intended only for the use of intended recipients. If the reader of this message is not an intended recipient, you are hereby notified that any review, use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately of the error by return email and please permanently remove any copies of this message from your system and do not retain any copies, whether in electronic or physical form or otherwise.

Thank you.

Donald E. Holmes, P.A.
222 N. 3rd St.
Palatka, FL 32177
(386) 328-1111

Fax: (386) 328-3003

-----Original Message-----
From: Matt Reynolds [mailto:mreynolds@palatka-fl.gov]
Sent: Tuesday, October 09, 2012 4:59 PM
To: Don Hollmes
Subject: FW: Lease Agreement Between Palatka & NFBA

See attached.

Matt Reynolds
Director of Finance
City of Palatka
201 N. 2nd Street
Palatka, FL 32177
Phone: (386)329-0100 Ext. 212
Fax: (386)329-0195
mreynolds@palatka-fl.gov<mailto:mreynolds@palatka-fl.gov>

From: Michael J. Czymbor
Sent: Friday, July 27, 2012 5:07 PM
To: Gary Getchell; Matt Reynolds; Chris Cheatham
Subject: FW: Lease Agreement Between Palatka & NFBA

Who knows the story about this project?

From: Jennifer Springfield [mailto:jennifer@springfieldlawpa.com]
Sent: Friday, July 27, 2012 4:56 PM
To: Michael J. Czymbor
Subject: FW: Lease Agreement Between Palatka & NFBA

From: Jennifer Springfield
[mailto:jennifer@springfieldlawpa.com]<mailto:[mailto:jennifer@springfieldla
wpa.com]>
Sent: Friday, July 27, 2012 4:42 PM
To: 'm.czymbor@palatka-fl.gov'
Cc: 'don@donholmeslaw.com'; 'Richelle Sucara'; Donny Lort
(dlort@nfba.net<mailto:dlort@nfba.net>);
fdoyle@nfba.net<mailto:fdoyle@nfba.net>; 'Hendry, Jeffrey'
Subject: Lease Agreement Between Palatka & NFBA

Mr. Czymbor,
We are sending you the attached documents via certified mail today, however, in the attached versions of the proposed lease agreements, we have revised Exhibit C, Memorandum of Lease on pages 21 and 22, to accurately reflect the standard term of the lease in paragraph 3 on page 2, which was recently shortened. I apologize for the inconvenience.
Please let me know if you have any questions. Thank you for your assistance.
Sincerely, Jennifer Springfield

Jennifer B. Springfield
Attorney and Mediator
Springfield Law, P.A.
806 NW 16th Avenue
Gainesville, Florida 32601

LEASE AGREEMENT FOR
WIRELESS COMMUNICATION EQUIPMENT FACILITIES

This Master Lease Agreement is entered into this 1st day of February 2009 ("Lease"), by and between the City of Palatka, Florida, a political subdivision of the State of Florida, whose address is 201 North Second Street, Palatka, Florida 32177 ("Lessor"), and the North Florida Broadband Authority, an intergovernmental authority created pursuant to Chapter 163, Florida Statutes, whose local business address is 164 NW Madison St., Ste. 103, Lake City, Florida 32055 ("Lessee") (collectively, the "Parties").

RECITALS

WHEREAS, Lessor is the fee simple owner of the real property and improvements ("Premises"), which include certain vertical structures ("Tower"), as described in **Exhibit "A"** attached hereto and made a part hereof.

WHEREAS, Lessee was created pursuant to an interlocal agreement entered into between Baker, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Union and Wakulla counties and the cities of Cedar Key, Cross City, Lake City, Live Oak, Monticello, White Springs and Worthington Springs for the purpose of applying for federal stimulus grant funding to design, deploy and thereafter operate a fixed wireless broadband middle mile network to serve the region (the "Network").

WHEREAS, Lessee is establishing a fixed wireless broadband middle mile network using federal stimulus funds obtained pursuant to Broadband Technology Opportunities Program ("BTOP") Grant Award No. NTI0BIX5570023.

WHEREAS, BTOP requires applicants to provide non-federal matching contributions to the total project cost in the form of cash or "in-kind" contributions.

WHEREAS, Lessor is entering into this Agreement to make the Premises available to Lessee as an in-kind asset.

WHEREAS, in order to speed the deployment of both middle mile broadband infrastructure being constructed by Lessee and to encourage the provision of last mile broadband service to homes and businesses within the City, this Agreement shall provide for both the leasing of in-kind Tower space for middle mile communications facilities to be installed by Lessee as well as Tower space for the installation of last mile communications facilities by a last mile provider pursuant to a sub-lease agreement to be entered into, at Lessee's sole discretion, between such last mile provider and Lessee.

WHEREAS, Lessee desires to lease the Premises from Lessor in order to locate, install, operate, remove, replace and maintain thereon certain wireless data communications equipment, enclosures, and related items, which may include mounting hardware, antennae, cabling, electronic radio-transmission equipment, power generators, and related devices and appurtenances located on the Tower or adjacent ground space ("Ground Space") (together, "Equipment Facilities") as more fully described herein.

WHEREAS, Lessor is willing to lease the Premises to Lessee so that Lessee may install, locate, operate, remove, replace and maintain the Equipment Facilities pursuant to the terms and conditions set forth herein.

WHEREAS, in furtherance thereof, Lessee desires to enter into this Lease with Lessor pursuant to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated into and made a part of this Lease the same as if fully set forth herein.

2. **Premises and Easements**. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, a portion of the Premises as follows:

(a) 10 by 10 = 100 Total Sq. Ft. of ground space (the "Ground Space")

(b) Together with space on the Tower for Equipment Facilities as follows:

Tower Space for Equipment: TBD

Number of Antennas: May be altered periodically based on demand

Weight and Dimension of Antennas: TBD

Diameter of Transmission Line: Multiple runs of ½"

Location of Antennas: At or Near Top of Structure

Direction of Radiation: Away from structure

Frequencies/Maximum Power Output: 900 mhz to 11 GHZ / 30dBm

(c) Tower space required for cable runs to connect equipment and antennas to one another and to ground facilities.

(d) Together with a non-exclusive easement for access over, across, through, and under the property and improvements described in **Exhibit "A"**, attached hereto, and incorporated herein by reference, for so long as this Lease remains in existence. Anytime after the execution of this Lease, Lessee shall have the right to enter the Premises and easement for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, installation and maintenance of the Equipment Facilities, and any other reasonably necessary tests and inspections.

3. **Term and Renewals**. The initial term ("Initial Term") of this Lease shall be eight (8) years, commencing on February 1, 2009 ("Commencement Date") and ending on February 1, 2017 ("Expiration Date"), unless sooner terminated, modified or extended under the terms of this Agreement or by the mutual consent of the parties. Provided Lessee is not then in default under this Lease, the term of this Lease shall automatically renew for up to three (3) additional, successive five (5) year Renewal Terms, unless either party provides written notice of its intent not to renew the Lease to the other party at least one hundred and twenty (120) days prior to the expiration of the then-current Initial or Renewal Term.

4. **Rent.**

(A) In-Kind Rent for Initial Term of Lease. The Parties acknowledge the economic and other benefits to Lessor and the residents, businesses, and visitors under the jurisdiction of Lessor resulting from Lessee's investment in wireless broadband middle mile network facilities and services. No other consideration shall be due from Lessee to Lessor during the Initial Term or any Renewal Term of this Lease.

(B) Last Mile Rental Space. Lessor acknowledges that, to obtain the full economic benefits of Lessee's wireless broadband middle mile network for itself and the residents, businesses, and visitors under its jurisdiction, Lessee may elect to sub-lease a portion of the Premises to a last mile provider that will connect its communications facilities to that of Lessee. The proceeds from any such sub-lease shall belong solely to Lessee. In the event that Lessee enters into a sub-lease with a last mile provider, such sub-lease may provide such last mile provider with any or all of Lessee's rights and responsibilities set forth in this Lease.

5. **Use of Premises**. Lessee is authorized to locate, install, replace, operate, repair, maintain, and remove all of Lessee's Equipment Facilities located within the Premises, both on the Ground Space and on the Tower, as provided herein:

(A) Ground Space Facilities. Lessee is authorized to construct, install, replace, upgrade, operate, repair, maintain, and remove Lessee's Equipment Facilities located on the Ground Space within the Premises for the transmission, reception and operation of Lessee's wireless communications system and uses incidental thereto. All Equipment Facilities located on the Ground Space shall be constructed or installed on a concrete pad to be constructed within the Premises at Lessee's sole cost and expense. Lessee shall secure and landscape the Premises as required by the Lessor's Land Development Code, and protect it from public access and otherwise beautify the area. Lessee may not add Equipment Facilities outside of the area shown on **Exhibit "A"** without the prior, written approval of Lessor.

(B) Tower Equipment Facilities.

(i) Lessee is authorized to construct, install, replace, upgrade, operate, repair, maintain, and remove such equipment and facilities as described and specified in paragraph 2 above, on the Tower for the purposes of transmitting and receiving wireless data communication signals at frequencies specified therein.

(ii) Lessee's Equipment Facilities located on the Tower shall be installed or constructed on the Tower at the location specified in **Exhibit B**, attached hereto and incorporated herein. If, however, installation at such location becomes impossible for any reason, the Parties may agree to an alternate, equivalent location.

(iii) All Equipment Facilities located on the Tower shall be attached or installed in the same manner as other equipment installed on the Tower.

(C) All Equipment Facilities, whether installed on the Ground Space or on the Tower, shall be and remain Lessee's personal property throughout the Initial Term and any renewal Terms of this Lease.

(D) Upon completion of the construction, installation, replacement or upgrade of the Equipment Facilities, Lessee shall provide Lessor with as-built or construction drawings showing

the Equipment Facilities as installed; such drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Lessee's use of the Premises.

6. **Improvements.**

(A) Within five (5) days of Lessor's execution of this Agreement, Lessor shall provide Lessee with a copy of the As-Built Construction Drawings for all of the existing improvements on the premises.

(B) Lessee shall design, construct and/or install all of its improvements on the Premises so as to minimize the visual impact.

(C) Lessee shall improve the Premises by constructing on the Ground Space a concrete pad with dimensions of no more than 9 feet by 7 feet, upon which Lessee will locate its ground Equipment Facilities. As part of the construction and continuing maintenance of the ground Equipment Facilities, Lessee shall ensure that such facilities are fully enclosed so as to prevent unauthorized access thereto. The Ground Space and Tower Equipment Facilities shall be installed according to plans and specifications approved by Lessor. Lessor, as owner of the Premises, shall approve or deny the plans and specifications in writing within 30 days of receipt, provided, however, such approval cannot be unreasonably withheld, conditioned, or delayed. Failure to approve or deny the plans within such period shall be deemed Lessor's approval. If the plans and specifications are rejected, Lessor shall identify with specificity in writing to Lessee, the basis for the rejection, and Lessee may amend and resubmit the plans and specifications to address Lessor's concerns. If Lessor rejects the resubmitted plans, the procedure set forth herein shall apply to the resubmitted plans until such time the plans are approved.

After completion of installation of the Equipment Facilities, should Lessee desire to make any material changes to the facilities, Lessee shall follow the same approval process as required for the initial approval of the improvements. A material change does not include additions to, replacements, upgrades or alterations of, any Equipment Facilities in whole or in part (a) within the confines of the leased space or (b) to the extent attached to the Tower, if the resulting replacement, upgrade or alteration is of substantially the same or lesser size, weight, wind and structural loading. All additions, replacements, upgrades, material and non-material alterations remain subject to all other provisions of this Lease. Notice of any non-material alterations of any Equipment Facilities will be provided by Lessee to Lessor within 5 days of commencing installation or repair.

(D) Lessee shall obtain all licenses, permits, and approvals from applicable governmental and/or regulatory authorities having jurisdiction, as may be required for the construction, installation, and operation of its improvements and Equipment Facilities.

(E) Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

(F) Within thirty (30) days after the installation of the Equipment Facilities on the Premises, Lessee shall provide Lessor with as-built drawings, which show the actual location of the Equipment Facilities consistent with **Exhibit "B"**. Lessee shall also provide Lessor with a complete and detailed inventory of the Equipment Facilities; provided, however, that Lessee shall not be required to include in such inventory any proprietary information, or the identification of any equipment located within Lessee's Equipment Facilities.

(G) Lessee may update or replace the Equipment Facilities from time to time, in accordance with the terms of the Lease. Lessee shall provide written notice to Lessor at least 10 days prior to updating or replacing any Equipment Facilities.

(H) Lessor shall not be required to make any repairs or improvements to the Premises. Lessee shall be responsible for all costs associated with its use and operation of the Premises, including repairing any damage resulting from Lessee's installation activities.

7. **Fitness for Use**. Lessor makes no representations or warranties as to (i) the fitness of the Premises for the use intended by Lessee; (ii) the use or zoning of surrounding properties and its suitability for Lessee's use; or (iii) any other matters related to the use of the Premises.

8. **Interference**.

(A) Interference by Lessee's Equipment Facilities.

(i) If required by Lessor, prior to the completion of the installation of the Equipment Facilities, Lessee shall obtain and provide to Lessor, at Lessee's expense, an inter-modulation study indicating that the operation of Lessee's wireless communication facilities, of which the Equipment Facilities are a part, will not interfere with any nearby Lessor facilities or other facilities in place prior to Lessee's Equipment Facilities.

(ii) Lessee's Equipment Facilities shall not cause interference with any of Lessor's communication facilities, including facilities used for providing public safety services, or any prior user's facilities. If Lessee or Lessor determines, using reasonable discretion based on standard and accepted engineering practices, that Lessee's Equipment Facilities are causing interference to the installations of Lessor or a prior user, Lessee shall, within 5 business days of notification from Lessor, commence such actions as are necessary to mitigate or eliminate the interference, with the exception of ceasing Lessee's operations, so long as such interference does not impact Lessor's communication systems, in which case Lessee shall immediately cease operations until the interference is resolved. If Lessee cannot mitigate or eliminate such interference within the 5 business-day period, Lessor may require that Lessee turn off or power down its interfering Equipment Facilities and only power up or use such Equipment Facilities during off-peak hours specified by Lessor in order to test whether such interference continues or has been satisfactorily eliminated. If Lessee is unable to resolve or eliminate, to the satisfaction of Lessor, such interference within 30 days from Lessee's initial notification thereof, Lessee will immediately remove or cease operations of the interfering Equipment Facilities.

(B) Interference with Lessee's Equipment Facilities.

(i) Lessor agrees to take reasonable efforts to prohibit a subsequent user of the Tower from causing interference with the operations of Lessee. If Lessee or Lessor determines, in its reasonable discretion based on standard and accepted engineering practices, that a subsequent user's equipment is causing interference to the installations of Lessee, upon Lessee's request, Lessor shall notify such subsequent user of the interference within 48 hours. Such subsequent user shall, within 5 business days of notification from Lessor, commence such actions as are necessary to mitigate or

eliminate the interference, with the exception of ceasing such subsequent user's operations, so long as such interference does not impact Lessee's communication systems, in which case such subsequent user shall immediately cease operations until the interference is resolved. If such subsequent user cannot mitigate or eliminate such interference within the 5 business-day period, Lessor may require that such subsequent user turn off or power down its interfering equipment and only power up or use such equipment during off-peak hours specified by Lessee in order to test whether such interference continues or has been satisfactorily eliminated. If such subsequent user is unable to resolve or eliminate, to the satisfaction of Lessee, such interference within 30 days from its initial notification thereof, such subsequent user will immediately remove or cease operations of the interfering equipment.

(ii) Notwithstanding the foregoing, if another user of the Tower is a governmental entity, Lessor shall give such governmental entity written notice of the interference within 5 business days of Lessor's determination that such action is reasonably necessary. Lessor shall have the right to give the governmental entity 5 business days, or more as specified in the governmental site or occupancy agreement or as required by applicable law, from the receipt of such notice prior to Lessor being required to take any actions to cure such interference.

(C) Priority. The Parties acknowledge that priority with regard to protection from interference shall be based on priority of occupancy. Prior users, other than Lessor, of the Tower shall be protected from interference by Lessee subject to the terms of this section, whereas users in place subsequent to Lessee shall not be protected. Any use of the Tower by Lessor for public safety purposes shall be protected from interference by Lessee regardless of Lessee's occupancy prior to the addition of public safety equipment by Lessor. Lessee recognizes that in the event it modifies, replaces, or upgrades its Equipment Facilities in such a manner that the frequencies authorized herein are modified, it shall lose its priority position with respect to other users in place as of the date it modifies, replaces, or upgrades the Equipment Facilities and frequencies.

(D) AM Detuning. The parties acknowledge that the FCC Rules and Regulations govern the obligations of Lessee with respect to the operation of the Equipment Facilities. Consequently, the provisions set forth in this Lease are expressly subject to the FCC Rules and Regulations. Lessee agrees, at Lessee's sole cost, to comply with the foregoing as well as any and all other FCC Rules, Regulations and public guidance relating to AM detuning as such provisions currently exist or are hereafter modified. Lessee shall be fully responsible for any pre- or post-installation testing for AM interference at the Tower and for the installation of any new detuning apparatus or the adjustment of any existing detuning apparatus that may be necessary to prevent adverse effects on the radiation pattern of any AM station caused by the installation of the Equipment Facilities. Lessee shall provide Lessor with written proof of such compliance. In the event that Lessee determines that pre- or post-installation testing for AM interference is not required at the Tower, such a determination shall be at Lessee's sole risk. If Lessee or Lessor receive a complaint of interference from an AM broadcast station after the Equipment Facilities are added to the Tower or the Tower is modified to accommodate Lessee, Lessee shall eliminate such interference within 30 calendar days of the receipt of such complaint. Lessee's failure to eliminate the interference within such 30 day period shall constitute a default under this Lease and Lessor shall have the right to eliminate the interference at Lessee's expense. Lessee further agrees to indemnify Lessor in the event that Lessee's failure to comply with the FCC Rules and Regulations prior to installation or modification of the Equipment

Facilities results in any administrative investigation, proceeding or adjudication with respect to Licensor.

9. **Emissions**. If antenna power output ("RF Emissions") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits, or if the Tower otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Lessee shall comply with Lessor's reasonable requests for modifications to the Equipment Facilities which are reasonably necessary for Lessor to comply with such limits, rules, regulations, restrictions or ordinances and Lessor shall use commercially reasonable efforts to cause all other lessees of the Tower to promptly comply. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Lessee and all other lessees of the Tower within 30 days of Lessor's request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower do not comply with MPE limits, then Lessee and Licensor, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, Lessor shall use commercially reasonable efforts to cause all other licensees of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits. Modifications to Lessee's Equipment Facilities required to address RF Emission standards, shall have no effect on Lessee's priority with regard to interference.

10. **Repairs and Maintenance to Premises**.

(A) Except as otherwise provided herein, Lessee shall have sole responsibility for the maintenance, repair and security of the Equipment Facilities and Ground Space, and shall keep the same in good repair and condition during the Initial Term of the Lease and any renewal terms. Lessee shall provide written notice to Lessor at least 24 hours prior to performing any scheduled maintenance and repair activities on the Premises, unless the maintenance or repair activity is of an emergency nature, in which event Lessee shall notify Lessor orally or in writing using the most expeditious method available.

(B) Lessee shall keep the Premises free of debris and any dangerous, noxious or offensive matter that would create a hazard or undue vibration, heat, noise or signal interference.

(C) In order to minimize disruption to the surrounding area, normal maintenance and repair to the Equipment Facilities shall be restricted to the hours of 7:00 a.m. to 8:00 p.m., Monday through Friday, excluding legal holidays. Emergency maintenance and repairs to the Equipment Facilities may be conducted at any reasonably necessary time. Lessee shall notify Lessor as soon as reasonably practicable regarding off-hour emergency maintenance and repair activities on the Premises.

(D) Lessor hereby covenants that it will perform all necessary tasks to maintain each Tower in accord with Lessor's practices with respect to similar structures within the jurisdiction of Lessor, including without limitation, maintenance necessary to comply with painting and lighting requirements of the FAA and FCC. In the event that Lessor's fulfillment of its maintenance responsibilities requires the temporary removal and/or relocation of any of Lessee's Equipment Facilities, Lessee shall timely cooperate with Lessor and be responsible for

performing any such needed temporary removal and/or relocation of the Equipment Facilities at its expense.

11. **Replacement or Removal of Tower and Relocation or Removal of Equipment Facilities**.

(A) Replacement of Tower. Lessor may, in its sole discretion, replace or rebuild the Tower or a portion thereof. Such replacement will be at Lessor's cost and not result in an interruption of Lessee's wireless communications services beyond what is reasonably necessary to replace the Tower. If Lessee, in Lessee's reasonable discretion, cannot operate the Equipment Facilities from the existing Tower during such replacement or rebuild of the Tower, Lessee may establish, at Lessee's sole cost, a temporary facility on the Tower to provide such services as Lessee deems necessary during any such construction by Lessor so long as adequate space is then available. The location of such temporary facilities shall be subject to Lessor's approval. At the request of either Party, Lessor and Lessee shall enter into an amendment to this Lease to clarify the rights of each Party to the new Tower Facility.

(B) Removal of Tower. If, during the term of this Lease, Lessor determines based on engineering structural standards generally applied to communications towers that the Tower is or has become structurally unsound such that pursuant to generally accepted industry safety standards the Tower or a portion thereof must be removed, then, upon 90 days prior written notice to Lessee, Lessor may, in its sole discretion either remove the Tower and terminate this Lease effective as of the date of such removal, or modify the Tower and relocate Lessee's Equipment Facilities to an alternative location on the modified Tower. If Lessee and Lessor are not able to agree on an alternative location on the modified Tower for the installation of Lessee's Equipment Facilities within the 90-day notice period, then Lessee or Lessor may elect to terminate the Agreement.

(C) Relocation of Equipment Facilities. In the event another lessee of the Tower and adjacent real property desires to occupy the space on the ground or Tower (which includes any necessary vertical separation as determined by Lessor) where Lessee's Equipment Facilities are then located, Lessor and Lessee agree to negotiate in good faith to identify another mutually agreeable location, if available, for Lessee's Equipment Facilities. If such a location is available, Lessee will relocate the Equipment Facilities at Lessee's sole cost and expense. If no mutually agreeable location is available, Lessor agrees that no relocation of Lessee's Equipment Facilities will be required.

(D) Removal of Equipment Facilities upon Termination. Upon the expiration or earlier termination of this Lease as provided herein Lessee shall remove the Equipment Facilities from the Premises and the licensed area on the Tower at its sole cost and expense. Upon Lessee's removal of the Equipment Facilities, Lessee shall restore the affected portion of the Premises to the condition as it existed prior to the Commencement Date, subject to normal wear and tear. In the alternative Lessor may request, upon approval of Lessee, that Lessee leave the Equipment Facilities and Ground Space pad, less Lessee's personal property, including moveable equipment, "AS IS" for Lessor's use, in which case ownership of the Equipment Facilities and Ground Space area pad shall become the property of Lessor upon expiration of the Lease, without further action on the part of either party.

12. **Taxes and Fees.**

(A) Pursuant to Florida law, as governmental entities validly existing within the State of Florida, the Parties are exempt or immune from taxation. However, to the extent any utility fees, assessments, or other governmental charges related to the Premises and Equipment Facilities are validly imposed, Lessee will pay to the appropriate entity all such fees, assessments, or other charges in a timely manner, before they are delinquent, that may arise or are incurred for or during the Initial Term and any renewal terms. It is hereby acknowledged that any for-profit last mile provider subleasing space from Lessee shall not be entitled to exemption from taxation.

(B) Lessee shall have the right to contest the validity or the amount of any charges, assessments, or fees by appellate or other proceedings as may be appropriate in the jurisdiction, and may, if applicable, defer payment of such obligations if payment would operate as a bar to contest, and, if applicable, pay same under protest, or take such other steps as Lessee may deem appropriate, provided, however, that Lessee indemnifies and holds harmless Lessor from any expense (including reasonable attorney's fees for trial, appellate, bankruptcy and administrative proceedings) liability and loss arising out of such contest and pursues such contest in good faith with due diligence, posting any bond or security required by law in connection with the contest, giving Lessor written notice of its intention to contest, taking no action which shall cause or allow the institution of any foreclosure proceedings or similar action against the Premises or Equipment Facilities. Lessor shall cooperate in the institution and prosecution of any proceedings initiated by Lessee and shall execute any documents reasonably required to be executed and make any appearances, which Lessor may reasonably he required to make in connection with such proceedings. Lessee shall be entitled to receive all refunds from the appropriate governmental entities attributable to the Premises, the Ground Space or Equipment Facilities for any period for which Lessee has paid such fees, assessments, or charges. If no refund shall be secured in any proceeding, the party instituting the proceeding shall bear the entire cost, or if Lessor institutes the proceeding at Lessee's request, Lessee shall bear the entire cost.

(C) Should, during the Initial Term or any Renewal Term of this Lease, a new or otherwise modified tax, fee, charge, or assessment be imposed on, or for the use of or otherwise related to the Premises or Equipment Facilities, or should Lessee's tax-exempt status change, Lessee shall also pay those taxes when due to the appropriate taxing authority, as required by law.

(D) Should Lessee fail, refuse or neglect to pay any required tax or other charges under this section, after receipt of written notice that same have not been paid, Lessor may pay them. On Lessor's demand, Lessee will repay Lessor all amounts thus paid, plus expenses and attorneys' fees reasonably incurred in connection with such payments, plus interest on all amounts at the highest rate allowed by law. On the day Lessor demands repayment or reimbursement from Lessee, Lessor is entitled to collect or enforce these payments in the same manner as a payment of Base Rent. Lessee's election to pay the taxes will not act as a waiver of a default for failure to pay same.

13. **Utilities**. Lessee shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its Equipment Facilities, and shall timely pay all costs associated therewith. Lessee shall have the right to obtain separate utility service from any licensed utility company that will provide such service to the Premises. Lessee may also provide power to the Premises through a standby power generator for Lessee's exclusive use. Lessee covenants that it shall use reasonable efforts to cause the utilities to be

installed underground. Lessor agrees to grant utility easements to such utility companies as may be needed to operate and maintain the utility facilities serving the Equipment Facilities.

14. **Permits**. Lessee's lease of the Premises is contingent upon its obtaining all certificates, permits, zoning and other approvals that may be required by any federal, state or local authority. Lessor, as the owner of the Premises and not in its capacity as a governmental or regulatory body, agrees to cooperate with Lessee, at Lessee's expense, in applying for and obtaining all licenses, permits, and other necessary approvals required for Lessee's installation and operation of the Equipment Facilities on the Premises. Lessee shall erect, maintain and operate the Equipment Facilities in accordance with site standards, state statutes, ordinances, rules and regulations issued by the FCC or any other governing bodies. The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be Lessee's responsibility.

15. **Signs/Graffiti**. Lessee may place signs on the Premises designating the owner of the improvements and wireless communication facilities within the Premises, subject to applicable governmental regulations, including any applicable signage requirements relating to Lessee's federal grant. Lessee shall remove any unauthorized signs or graffiti placed at the Premises or appearing on the Equipment Facilities within a reasonable time, but no later than five (5) days after receipt of written notice from Lessor requesting such removal. If Lessee fails to remove such signs or graffiti after such notice, then Lessor may enter the Premises and undertake any activities necessary to abate or remove graffiti or any unauthorized signage located therein. Lessee shall reimburse Lessor all costs incurred by Lessor for the abatement or renewal of such graffiti or unauthorized signage within thirty (30) days of Lessor's presenting Lessee with a statement of such costs.

16. **Access**. Beginning on the Commencement Date, subject to Lessee's faithful performance of Lessee's covenants and conditions herein contained, Lessor shall deliver to Lessee the right to enter the Premises, subject to the easements, covenants and restrictions of record. Lessor and Lessor's agents are entitled, however, to enter the Premises at all reasonable times to inspect and examine their condition and use.

17. **Default and Remedies**.

(A) Each of the following events shall be an event of default hereunder by Lessee ("Lessee's Default") and shall constitute a default of this Lease:

(i) If Lessee fails to comply with the insurance requirements contained herein, and if such failure to pay or comply with the insurance requirements shall continue for fifteen (15) days after Lessor delivers to Lessee a written Notice of Lessee's Default specifying same;

(ii) Whenever Lessee shall do, or permit anything to be done, whether by action or inaction, contrary to any covenant or agreement on the part of Lessee herein contained or contrary to any of Lessee's obligations under this Lease, or shall fail in the keeping or performance of any of Lessee's obligations under this Lease, and Lessee shall fail to remedy the same within thirty (30) days after Lessor shall have given Lessee a written Notice of Lessee's Default specifying same; provided, however, that if the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, Lessee shall have such time as is reasonably

necessary to remedy the default, provided Lessee promptly takes and diligently pursues such actions as are necessary therefore;

(B) Upon the occurrence of any Lessee's Default, which is not cured within any applicable notice and cure period, Lessor shall have all remedies allowed by law or in equity, from time to time during the Initial Term or any renewal term, and also Lessor may give to Lessee a notice of Lessor's intent to end the Term on a day not less than thirty (30) days after Lessee's receipt of such notice ("Lessor's Termination Date"), and this Lease and the term and estate hereby granted shall expire and terminate upon Lessor's Termination Date as fully and completely and with the same force and effect as if the day so specified were the Lease Expiration Date, and all rights of Lessee under this Lease shall expire and terminate, or in the alternative Lessor may take possession of the Premises without terminating the Lease, in which event Lessee shall remain liable for damages as allowed by law.

(C) It shall be an event of default by Lessor ("Lessor's Event of Default") whenever Lessor shall do, or permit anything to be done, whether by action or inaction, contrary to any covenant or agreement on the part of Lessor herein contained or contrary to any of Lessor's obligations under this Lease, or shall fail in the keeping or performance of any of Lessor's obligations under this Lease, which Lessor fails to remedy within thirty (30) days after Lessee has given Lessor written notice specifying the same.

(D) Upon the occurrence of a Lessor's Event of Default, which is not remedied within thirty (30) days of receipt of notice from Lessee, Lessee may (i) give to Lessor a notice of Lessee's intent to end the Term on a day not less than thirty (30) days after Lessor's receipt of such notice ("Lessee's Termination Date"), and this Lease and the term and estate hereby granted shall expire and terminate upon the Lessee's Termination Date as fully and completely and with the same force and effect as if the day so specified were the Lease Expiration Date, and all rights of Lessor under this Lease shall expire and terminate or Lessee may institute proceedings for specific performance of this Lease.

18. **Termination**.

(A) In addition to the other termination rights of the parties otherwise provided herein, this Lease may be terminated (i) by either Party if Lessee is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction, installation or operation of the Equipment Facilities within one hundred twenty (120) days from the execution of this Lease; (ii) by Lessee upon thirty (30) days prior, written notice to Lessor if the Premises are not appropriate for Lessee's operations for economic or technological reasons, including, but not limited to signal interference; (iii) by Lessee upon thirty (30) days prior, written notice to Lessor if Lessee is unable to operate the Equipment Facilities on the Premises either due to the action of any regulatory agency which results in Lessee's inability to utilize the Tower; (iv) by Lessee if it determines, in its sole discretion, that the Tower is structurally unsound or otherwise not suitable for Lessee's use, including, but not limited to, consideration of age of the structure, damage or destruction of all or part of the Tower from any source, or factors relating to condition of the Tower, however, Lessor shall first be afforded an opportunity to improve the Tower; (v) by Lessor if it determines, in its sole discretion, that continued use of the Tower by Lessee is a threat to the public health, safety or welfare or violates applicable laws or ordinances, or; (vi) as otherwise provided in this Lease.

(B) Upon the termination of this Lease, removal of the Equipment Facilities shall be governed by Section 11 hereof.

(C) Notice of termination pursuant to this section shall be given in writing by certified mail, return receipt requested, and shall he effective upon receipt of such notice.

19. **Condemnation or Destruction**.

(A) Condemnation. In the event the Premises are taken by eminent domain, this Lease shall automatically terminate as of the date title to the Premises vests in the condemning authority. In the event of any taking under the power of eminent domain, Lessee shall not be entitled to any portion of the award paid for the taking, and Lessee hereby expressly waives any right or claim to any portion thereof and all such damages shall belong to Lessor. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Lessor, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee for diminution in value of the Equipment Facilities, any and all damage to Lessee's business and any costs or expenses incurred by Lessee in moving or removing the Equipment Facilities. Lessor will inform Lessee of the commencement of any eminent domain proceedings by any governmental authority.

(B) Destruction. In the event the Premises, including the Tower, are destroyed or damaged so as to materially interfere with Lessee's effective use thereof through no fault of the Lessee, Lessor shall have the option of restoring or repairing the damaged portions of the Premises. If Lessor fails to take steps to repair the damages within thirty (30) days or such other reasonable time, Lessee will be entitled to terminate this Lease as of the date the Premises became unusable. Lessor shall have no obligation to reconstruct or repair any damage to the Equipment Facilities.

20. **Indemnification**.

(A) Each party shall be liable for its own actions and negligence, and to the extent permitted by law, Lessor shall indemnify, defend and hold harmless Lessee against any actions, claims, or damages arising out of Lessor's negligence in connection with this Agreement, and Lessee shall indemnify, defend and hold harmless Lessor against any actions, claims, or damages arising out of Lessee's negligence in connection with this Agreement.

(B) Nothing in this Agreement shall be construed to affect in any way the Lessor's or Lessee's rights, privileges and immunities as set forth in Section 768.28, Florida Statutes, provided, however, such rights shall only extend to Lessor and Lessee as political subdivisions of the State of Florida and shall not be extended to any non-governmental sub-lessee, successor or assign of either Party.

~~(A) Neither Party shall be liable for injury or damage occurring to any person or property arising out of the other Party's use of the Premises.~~

~~(B) The following indemnification shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from the sole negligence or intentional misconduct of either Party, and shall survive termination of this Lease. The indemnifying Party shall, at its sole cost and expense, indemnify, defend and hold harmless the other Party, its representatives, agents, employees and elected and appointed officials from and against:~~

(i) Any and all liability, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the party being indemnified by reason of any act or omission of the indemnifying Party, its personnel, employees, agents, contractors or subcontractors, resulting in property damage, bodily injury or death to any person, or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises and Equipment Facilities, or any failure to comply with any federal, state, or local statute, ordinance or regulation.

(ii) Any and all liabilities, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the indemnified Party by reason of any claim or lien arising out of work, labor, materials, or supplies provided or supplied to the indemnifying Party, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or Equipment Facilities, and, upon the written request, shall cause such claim or lien against the property to be discharged within thirty (30) days following such request.

(iii) Nothing in this Agreement shall be construed to affect in any way the Lessor's or Lessee's rights, privileges and immunities as set forth in Section 768.28, Florida Statutes, provided, however, such rights shall only extend to Lessor and Lessee as political subdivisions of the State of Florida and shall not be extended to any non-governmental sub-lessee, successor or assign of either Party.

(C) In the event any action or proceeding shall be brought against Lessor by reason of any matter for which Lessor is indemnified hereunder, Lessee shall, upon notice from Lessor, at Lessee's sole cost and expense, defend the same; provided however, that Lessee shall not admit liability in any such matter on behalf of Lessor without the written consent of Lessor and provided further that Lessor shall not admit liability for, nor enter into any compromise or settlement of, any claim for which it is indemnified hereunder, without the prior written consent of Lessee.

(D) Lessor shall give Lessee prompt notice of any claim or the commencement of any action, suit or other proceeding related to or described in paragraph (B) above. Nothing herein shall be deemed to prevent Lessor from participating in the defense of any litigation by Lessor's own counsel. Lessee shall pay all expenses incurred by Lessor in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorney fees and shall also include the reasonable value of any services rendered by Lessor's attorney, and the actual expenses of Lessor's agents, employees or expert witnesses, and disbursements and liabilities assumed by Lessor in connection with such suits, actions or proceedings but shall not include attorneys fees for services that are unnecessarily duplicative of services provided Lessor by Lessee.

21. **Insurance**. During the term of the Lease, Lessee shall maintain in full force and effect and at its sole cost and expense, the following types and limits of insurance:

(A) Commercial general liability insurance with minimum limits of One Million Dollars ($1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury

and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability.

(B) Automobile liability insurance covering all owned, hired and non-owned vehicles in use by Lessee, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law.

(C) Workers' compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars ($100,000) for each accident.

(D) At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering the antennae facilities and other Equipment Facilities. Upon completion of the installation of the Equipment Facilities, Lessee shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance thereon. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

(E) As an alternative to the foregoing liability insurance requirements, Lessee may provide such insurance through a self-insurance fund sufficient to cover the liabilities mentioned above provided that Lessee shall furnish Lessor with a copy of the self-insurance plan and an independent expert opinion that the self-insurance plan and funding are actuarially sound.

22. **Insurance Administration**.

(A) All policies other than those for Workers' Compensation shall be written on an occurrence and not on a claims-made basis.

(B) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

(C) Lessor shall be named as an additional insured on all insurance policies to the fullest extent allowed by the insurers.

(D) Certificates of insurance evidencing that all required insurance coverage shall be filed and maintained with Lessor annually during the Term of the Lease, and must be received by Lessor at least fifteen (15) days prior to the Initial Term and any renewal terms. Lessee shall immediately advise Lessor of any claim or litigation that may result in liability to Lessor.

(E) All insurance shall be evidenced by valid and enforceable policies, issued by insurers licensed to do business by the State of Florida or surplus line carriers on the State of Florida Insurance Commissioner's approved list of companies qualified to do business in the State of Florida. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

(F) The insurance certificates shall specify the deductibles for each type of insurance required by this Lease, except Workers' Compensation insurance. Lessee agrees to indemnify and save harmless Lessor from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

(G) Lessee shall require each and every contractor and its subcontractors who install the Equipment Facilities or any other components of its wireless communication facilities, or perform work thereon, to carry, in full force and effect, workers' compensation, commercial general liability and automobile liability insurance coverage of the types, which Lessee is required to obtain under the terms of this section, with appropriate limits of insurance, and which name Lessor as an additional insured.

(H) If Lessee fails to obtain or maintain insurance coverage sufficient to meet the terms and conditions of this Agreement, then Lessor may immediately terminate this Agreement.

23. **Hazardous Material Indemnification**.

(A) Lessee represents and warrants that it will not generate, use, transport, store or dispose of any Hazardous Material, on or about the Premises in violation of any applicable statute, regulation, rule, law or ordinance.

(B) "Hazardous Material" shall mean any petroleum or petroleum products, asbestos, any substance known to cause cancer and/or reproductive toxicity, and/or any substance, material, chemical or waste defined or designated as hazardous, toxic, dangerous, radioactive or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

(C) Lessor represents and warrants that it will not generate, use, transport, store or dispose of any Hazardous Material, on or about the Premises in violation of any applicable statute, regulation, rule, law or ordinance.

(D) Lessor warrants and represents to the best of Lessor's actual knowledge and belief that the Premises and the improvements thereon are free of Hazardous Materials. This Lease shall at the option of Lessee be void and of no further force or effect if Hazardous Materials are discovered to exist on the Property after Lessee takes possession of the Property, and Hazardous Materials are not the result of Lessee's operation.

24. **Acceptance of Premises**. By execution of this Lease, Lessee accepts the Premises in the condition existing as of the Commencement Date. Lessor makes no representation or warranty with respect to the condition of the Premises and Lessor shall not be liable for any latent or patent defect in the Premises.

25. **Estoppel Certificate**. Either Party shall at any time and from time to time upon not less than ten (10) days prior request by the other party, deliver to the requesting party a statement in writing certifying that (i) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (ii) the party requesting the estoppel certificate is not in default under any provisions of the Lease; and (iii) such other matters as the party may reasonably request.

26. **Notices**. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed via certified mail return receipt requested, to the following addresses:

If to Lessor, to:

City Manager
Michael Czymbor
Palatka City Hall
201 North Second Street
Palatka, FL 32177

With a copy to:

City Attorney
Donald E. Holmes
222 North 3rd Street
Palatka, FL 32177

If to Lessee, to:

General Manager
North Florida Broadband Authority
164 NW Madison St., Ste. 103
Lake City, FL 32055

With a copy to:

Jennifer Springfield, General Counsel
Springfield Law, P.A.
806 Northwest 16th Avenue, Suite B
Gainesville, FL 32601

27. **Assignment, Subletting and Third-Party Use**. Except as provided herein, Lessee shall not assign this Lease in whole or in part, or sublet all or any part of the Premises or otherwise allow any third parties to use any part of the Premises without Lessor's prior written consent, not to be unreasonably withheld, conditioned or delayed.

28. **Successors and Assigns**. This Lease shall be binding upon and inure to the benefit of the Parties, their respective heirs, successors and assigns.

29. **Force Majeure**. If a Party is delayed or prevented from the performance of its obligations under this Lease by reason of earthquakes, landslides, strikes, lockouts, power failure, riots, war, acts of God or other reasons of similar nature, not the fault of the Party delayed in performing its obligations, such Party is excused from such performance of the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

30. **Holding Over**. Any holding over after the expiration of the final renewal term hereof, with the consent of Lessor, shall be construed to be an annual tenancy, rented at a rate equal to the annual rental rate provided for herein.

31. **Miscellaneous**.

(A) The Parties represent that each, respectively, has full right, power and authority to execute this Lease.

(B) This Lease constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements of any kind. There are no representations or understandings of any kind not set forth herein with respect to the subject matter hereof. Any modification of or amendment to this Lease must be in writing and executed by both parties.

(C) This Lease shall be construed in accordance with the laws of the State of Florida. The location for the settlement of any disputes arising from this Lease shall be Leon County, Florida. The prevailing party in any action to enforce the provisions of this Lease shall be entitled to recover reasonable attorney's fees.

(D) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(E) Lessor warrants that it owns the Premises in fee simple free and clear of any liens, encumbrances and restrictions that would prevent Lessor from leasing the Premises to Lessee subject to the terms of this Lease, and upon Lessee's compliance with all terms, conditions and obligations of this Lease imposed upon Lessee, Lessee shall be entitled to quiet and peaceful enjoyment of the Premises.

(F) The parties shall execute a Memorandum of Lease in the form attached as **Exhibit "C"** that may be recorded at Lessee's expense in the Official Public Records of Putnam County, Florida.

(G) By execution of this Agreement, the parties acknowledge and agree to comply with all applicable terms and conditions of BTOP Grant Award #NT10BIX5570023. Lessor hereby consents to the recording of a Covenant of Purpose, Use and Ownership by Lessee as required by the grant in the form attached hereto as **Exhibit "D"** to evidence the security interest of the United States Government in the Equipment Facilities during the useful life of the Equipment Facilities acquired or improved with federal BTOP funds or contributed as in-kind assets to the BTOP Grant Award.

SIGNATURES APPEAR ON FOLLOWING PAGE

CITY OF PALATKA, FLORIDA

_____
Chair

_____, 2012

Attest:

_____
Clerk

Approved as to form and substance by:

_____
Attorney

NORTH FLORIDA BROADBAND AUTHORITY

_____
Richelle Sucara, General Manager

_____
Tommy Langford, Chair

Attest:

_____
Faith Doyle, Clerk

Approved as to form and substance by:

_____
Jennifer Springfield, General Counsel

EXHIBIT A
Palatka Water Tower
600 Westover Drive

Parcel No. 12-10-26-0000-0480-0000:

PT OF SW1/4 OF NW1/4 OR97 P347 (WATER TOWER BEHIND HEALTH DEPT)

Exhibit B
Tower Elevation

[To Be Provided]

EXHIBIT C

PREPARED BY AND RETURN TO:
Jennifer Springfield, General Counsel
Springfield Law, P.A.
806 Northwest 16th Avenue, Suite B
Gainesville, FL 32601

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this _____ day of _____ ,2012, by and between City of Palatka, Florida, political subdivision of the State of Florida ("Lessor"), and the North Florida Broadband Authority, an intergovernmental authority created pursuant to Chapter 163, Florida Statutes ("Lessee"), (collectively, the "Parties").

1. The Parties entered into a Lease Agreement ("Lease") on the 1st day of February 2009, for a portion of the communications tower located on the property described in **Exhibit "A"** attached hereto and incorporated herein, for the installation, operation, and maintenance of wireless broadband communication facilities, as set forth in the Lease.

2. The term of the Lease is for an initial period of eight (8) years commencing on February 1, 2009 ("Commencement Date") and ending on February 1, 2017 ("Termination Date"), with three (3) successive five (5) year renewals.

3. The Parties have executed this Memorandum of Lease as of the date set forth above.

SIGNATURES APPEAR ON FOLLOWING PAGE

LESSOR

_____
Chair

_____, 2012

Witnessed by:

_____
Print Name: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ _____, 2012, by _____, as the Chair of the _____who is known to me personally.

_____
Notary Public: _____
Commission Expires: _____

NORTH FLORIDA BROADBAND AUTHORITY

_____
Tommy Langford, Chair

Witnessed by:

_____
Print Name: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ _____, 2012, by Tommy Langford, the Chair of the North Florida Broadband Authority, a political subdivision of the State of Florida, who is known to me personally.

Notary Public: _____
Commission Expires: _____

EXHIBIT D

PREPARED BY AND RETURN TO:
Jennifer Springfield, General Counsel
Springfield Law, P.A.
806 Northwest 16th Avenue, Suite B
Gainesville, FL 32601

COVENANT OF PURPOSE, USE AND OWNERSHIP

THIS COVENANT OF PURPOSE, USE AND OWNERSHIP dated this 21ST day of October, 2010 by and between the North Florida Broadband Authority, a legal entity and public body created by interlocal agreement pursuant to Section 163.01, Florida Statutes whose address is 164 NW Madison Street, Suite 103, Lake City, Florida 32055 (hereinafter with its successors and assigns called "Recipient"); and the NATIONAL TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION, UNITED STATES OF AMERICA DEPARTMENT OF COMMERCE, whose address is Herbert C. Hoover Building (HCHB), U.S. Department of Commerce / NTIA, 1401 Constitution Avenue, N.W., Washington, D.C. 20230 (hereinafter with successors and assigns called "NTIA"):

RECITALS:

WHEREAS, Recipient submitted an application, designated as BTOP Award No. #NT10BIX5570023, for financial assistance pursuant to the Broadband Technology Opportunities Program created pursuant to the American Recovery and Reinvestment Act of 2009 (hereinafter the "Act"); and

WHEREAS, by offer of Award, dated February 18, 2010, NTIA offered to Recipient a financial assistance award in the amount of $30,142,646 (hereinafter called "Award Amount") to assist in financing the design and deployment of a broadband middle mile infrastructure network to serve 15 counties throughout the North Central Florida Rural Area of Critical Economic Concern (hereinafter called "Project"); and

WHEREAS, said Project included the contribution of leased space on the communications tower located on the real property described in Exhibit "A" attached hereto and incorporated herein (hereinafter with all improvements called "Property") as an in kind asset by Columbia County, Florida, the owner of the Property (the "In Kind Lease"). The In Kind Lease is evidenced by the recording of a Memorandum of Lease in the Public Records of Columbia County, Florida at O.R. Book _____, Page _____; and

WHEREAS, said Project also included the purchase of wireless broadband communications equipment to be installed pursuant to the In Kind Lease on the tower by Recipient (the "Equipment"); and

WHEREAS, Recipient accepted the Offer Of Award (hereinafter called "Award Agreement") subject to terms and conditions, pursuant to which Recipient covenanted and agreed to comply with the applicable requirements of 15 C.F.R. part 24; and

WHEREAS, the Award Agreement provides the purposes for which the Award Amount may be used and provides, inter alia, that Recipient will not sell, lease, mortgage, or otherwise alienate any right to or interest in the Equipment and In Kind Lease, or use the Equipment or In Kind Lease for purposes other than, and different from, those purposes set forth in the Award Agreement and the application made by Recipient therefore (hereinafter called "Project Purposes"), such alienation and use being prohibited by 15 C.F.R. part 24; and

WHEREAS, under the authority of the Act, NTIA is not authorized to permit Recipient to use the In Kind Lease or Equipment for purposes other than Project Purposes or to lease, transfer, convey, mortgage or hypothecate the Project to any party without prior approval from NTIA, unless NTIA is repaid its share of the market value of the Project, as set forth below;

WHEREAS, Recipient, as lessee pursuant to the In Kind Lease and owner of the Equipment and Columbia County, as owner of the real property described in Exhibit "A", attached hereto, have agreed to record this Covenant in the appropriate office for the recording of public records affecting real property so as to constitute notice to all persons of any and all restrictions on title to and use of the Project and all or part of the real property described in Exhibit "A", attached hereto.

NOW THEREFORE, in consideration of financial assistance rendered and/or to be rendered by NTIA and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and to assure that the benefits of the Project will accrue to the public and be used as intended by both NTIA and Recipient, Recipient hereby covenants and agrees as follows:

1. The estimated useful life of the project is (TBD) years as determined by

(to be provided)_____.

2. Recipient agrees that for the estimated useful life set forth above, Recipient will not sell, transfer, convey, or mortgage any interest in the In Kind Lease or the Equipment acquired or improved in whole or in part with funds made available through this Award, nor shall Recipient use the In Kind Lease or Equipment for purposes other than the Project Purposes without the prior written approval of the NTIA Grants Officer, or his/her designee or successor. Such approval may be withheld until such time as Recipient first pays to NTIA the Federal share of the Property as provided in 15 C.F.R. part 24. The Federal share of the value of the Property is that percentage of the current fair market value of the Property attributable to the NTIA's participation in the Project (after deducting actual and reasonable selling and fix-up expenses, if any, incurred to put the property into condition for sale). The Federal share excludes that value of the Property attributable to acquisition or improvements before or after NTIA's participation in the Project and not included in Project costs.

3. Recipient further covenants that in the event the In Kind Lease or the Equipment is used for purposes other than Project Purposes, or is sold, leased, transferred, conveyed, or mortgaged without the prior written approval of the Grants Officer, Recipient

will compensate the Federal Government for the Federal share of the Property as described above and in 15 C.F.R. part 24.

4. Recipient further agrees that, as a prerequisite to accepting the disbursement of any Award funds by NTIA, Recipient shall execute and place on record against the In Kind Lease and Equipment acquired or improved in whole or in part with the funds made available through this Award, this Covenant of Purpose, Use and Ownership. Recipient further agrees that whenever the property is sold, leased, or otherwise conveyed pursuant to 15 C.F.R. part 24, Recipient or the transferor shall add to the document conveying such interest a Covenant of Purpose, Use and Ownership. NTIA will in its sole discretion determine whether the Covenant is satisfactory. NTIA may require an opinion of counsel for recipient that the Covenant is valid and enforceable according to its terms and has been properly recorded.

5. It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control, and possession of or title to the In Kind Lease and the Equipment given the Federal Interest expressed herein.

6. This covenant shall run with the land.

IN WITNESS WHEREOF, the recipient has hereunto set their hand as of the day and year first above written by their duly authorized officer. A completed duly recorded copy of this Covenant shall be forwarded to NTIA. (The appropriate acknowledgment must be included for recording in Recipient's jurisdiction.)

NORTH FLORIDA BROADBAND AUTHORITY

_____
Tommy Langford, Chair

Witnessed by:

_____
Print Name: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ _____, 2012, by Tommy Langford, the Chair of the North Florida Broadband Authority, a political subdivision of the State of Florida, who is known to me personally.

Notary Public: _____
Commission Expires: _____

Agenda Item

6

CITY COMMISSION AGENDA ITEM

SUBJECT: 1ST READING OF A TEXT AMENDMENT ADDING SPECIFIC USES TO THE ROS DISTRICT

DEPARTMENT: BUILDING AND ZONING

ATTACHMENTS: _X_ Ordinance ___ Resolution ___ Motion
_X_ Support Documents ___ Other

SUMMARY:
This is an administrative request to add to the ROS (Recreation and Open Space) zoning district the use of museums and also private concession restaurants and recreation-related uses, allowable by conditional use. This would allow for uses that were anticipated in the Riverfront Master Plan. Please note that through an oversight the Planning Board was not presented with the museum use but had previously indicated support of this use, and the advertisement included the museum use.

Planning Board recommended approval at their October 2, 2012 meeting.

RECOMMENDED ACTION:
Approval

DEPARTMENT HEAD	Submitted: Thad Crowe	Date: 10/11/2012
	Requested Agenda Regular	Date: 10/25/2012
FINANCE DEPARTMENT	Budgeted ___Yes ___No _X_N/A	Date: 10/18/12
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date: 10/18/12

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

DISTRIBUTION: ___APT ___CA ___CC ___CM ___FIN ___FD ___P&C ___PD ___PLN ___S&S ___W&S ___WTP ___WWTP

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

ORDINANCE NO. 12 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA AMENDING ZONING CODE SECTION 94-152, ADDING CERTAIN USES BY CONDITIONAL USE PERMIT IN THE RECREATION AND OPEN SPACE ZONING DISTRICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the Building and Zoning Department for certain amendments to the Zoning Code of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on October 4, 2012, and two public hearings before the City Commission of the City of Palatka on October 25, 2012, and November 8, 2012; and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. Zoning Code Section 94-152 shall be amended as follows.

(d) *Conditional uses.* (Conditional uses are permissible after public notice and hearing.) Conditional uses in the ROS district are as follows: Essential services, subject to buffering; museums; and restaurant and recreation-oriented private concessions.

Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

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

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

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 8th day of November, 2012.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

_____
City Clerk

height limits should be in the mean of comparable jurisdictions, to allow the City to better compete for new development. He believes that an appropriate community standard for height for the City would be a across-the-board cap of 60 feet, allowable in the R- 3, the downtown zoning districts, and Public Buildings and Grounds district. He added that more of a middle range of 48 feet in the commercial and industrial districts was appropriate with a 35-foot limit for the residential districts. He added that some of the lot coverage standards could be replaced with impervious coverage limitations for buildings over 35 feet. For an example the higher you go, it would require one percent of green space (pervious) for each foot over 35 feet. He recommended approval of the revised height limits and the non-residential height standards.

Motion made by Ms. Moody and seconded by Ms. Gooding to approve the amendment with staff recommendations. All present voted affirmative, motion carried.

Case 12-42: An administrative request to amend the Comprehensive Plan Future Land Use Map designation for 301 River St. (Riverfront Park) from RL (Residential, Low) and COM (Commercial) to REC (Recreation), to amend the zoning designation from DR (Downtown Riverfront) to ROS (Recreation/Open Space District), and to amend ROS zoning district text to allow for restaurants and recreation-oriented private concessions by conditional use.

Mr. Crowe explained that this text amendment had been before the Board for consideration of placing the Riverfront Park in the Public Buildings and Grounds FLUM category, and now the proposal if to put it in the Recreation category which he believes is a more appropriate designation. He added that this request also includes a text amendment the Recreational Open Space zoning designation that would allow for restaurants and recreation-oriented private concessions by conditional use (requiring approval by the Planning Board).

Discussion ensued regarding the some of the similarities and differences between a conditional use and a Planned Unit Development (PUD), with the consensus being that a Conditional Use would provide a similar approach to a PUD that would be both flexible and customized.

Motion made by Mr. Petrucci and seconded by Ms. Moody to recommend to the City Commission the adoption of the text amendment as submitted with staff recommendations. All present voted affirmative, motion carried.

Case 12-51: Administrative request for a text amendment to the zoning code regarding mixed-use criteria for Downtown residential uses including density, design and locational standards.

Mr. Crowe requested that this item be tabled to allow staff additional time for research.

Motion made by Ms. Moody and seconded by Mr. Petrucci to table this case until the November 6, 2012 meeting. All present voted affirmative, motion carried.

Case 12-43: Consideration of revocation of conditional use for outdoor shooting range located at 404 N. Moody Rd. based on City Attorney findings pertaining to local regulation of existing shooting ranges (Florida Statute 790.333).

Mr. Crowe advised staff had not previously been aware of this particular statute that effectively prohibits Planning Boards and local governments from regulating existing ranges. Based on the City Attorney's opinion no action is required by the Board.

With no further business, meeting adjourned.

Case 12-42: 301 River St. & 101 N. 1st St (Riverfront Park)
Request to Amend Comprehensive Plan Map from RL to REC, Rezone from DB to ROS, and Revise Conditional Uses for ROS Category

Applicant: Building & Zoning Dept.

STAFF REPORT

DATE: September 25, 2012

TO: Planning Board members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

To annex, amend Comprehensive Plan Future Land Use Map (FLUM) from RL (Residential, Low Density) and COM (Commercial) to REC (Recreation). Public notice included legal advertisement, property posting, and letters to nearby property owners (within 150 feet). City departments had no objections to the proposed actions.

Figure 1: Site and Vicinity Map

APPLICATION BACKGROUND

The existing Riverfront Park provides an area of green space that runs approximately 1,800 feet along the river, from the US 17 bridge south. For unknown reasons the park south of Lemon St. (St. Johns Ave.) was put into the Residential Low Density future land use map category (south of St. Johns Ave.) and in the Commercial category (north of St. Johns Avenue). This is a "housekeeping" measure intended to put the park into the appropriate FLUM category, and staff will follow up at a future meeting with a similar amendment to change the northern part of the park between the US 17 bridge and Lemon St from Commercial to REC as well. Staff had previously presented this as an amendment to the PB (Public Buildings and Facilities) FLUM and has decided to instead utilize the REC FLUM category due to Planning Board concerns about potentially inappropriate development in the PB FLUM category. Staff has also added rezoning the property to the ROS (Recreation and Open Space) zoning district and providing some clarifying text revisions in this category to reflect uses that are anticipated in the Riverfront Master Plan area.

Table 1: Use Classifications

Property	FLUM	Zoning	Existing Use
Site	COM (Commercial) RL (Residential, Low Density)	DR (Downtown Riverfront)	Riverfront Park
Property to North	COM (Commercial)	DR (Downtown Riverfront)	US 17 & motel
Property to South	RL (Residential, Low Density)	R-1A (Residential, Single-Family)	Single-Family Dwelling Dock
Property to West	COM (Commercial) RH (Residential High Density)	DR (Downtown Riverfront)	Undeveloped Office
Property to East	County	County	St. Johns River

Figure 2 (above) Park from Lemon/Memorial

Figure 3 (below): Park from River St

PROJECT ANALYSIS

Future Land Use Analysis

Criteria for consideration of comprehensive plan amendments under F.S. 163-3187 are shown in italics below (staff response follows each criterion, and comprehensive plan extracts are underlined).

List Goals, Objectives, and Policies of the Comprehensive Plan that support the proposed amendment.

The application does not conflict with goals, objectives and policies of the Comprehensive Plan. The following FLUM category would be appropriate for this park.

> Policy A.1.9.3
> 3. Recreation (158 acres)
> Land designated for recreation is intended for a variety of leisure time activities. Included in this land use classification are both resource-based and activity-based sites and facilities. Resource-based sites and facilities are oriented toward natural resources; activity-based sites and facilities are those that require major development for the enjoyment of a particular activity. Activity-based sites and facilities include ball fields, golf courses, tennis courts, etc.; resource-based facilities include lakes, trails, picnic areas, etc.
> New recreational facilities must be sited in locations which are compatible or can be made compatible with adjacent land uses.
> Impervious surface land coverage of recreation land use shall not exceed 50 percent for active recreational development; 10 percent for passive recreational development.

Staff Comment: Staff believes that the REC category is appropriate for this property as it allows for a wide range of recreational activities. To ensure that the REC category is consistent with the uses anticipated in the Riverfront Master Plan, Staff believes it would be appropriate to add language to the policy above that would allow within the Recreation FLUM category public museums, education centers, and limited privately-run concessions limited to restaurants and recreation-related activities.

The ROS zoning category is shown below.

Sec. 94-152. - ROS recreation/open space district.

(a) Intent. The ROS district includes lands used for activities that are associated with recreation, whether in public and/or private ownership. Open space managed by the state, county or city is also included in this district.

(b) Permitted principal uses and structures. Permitted principal uses and structures in the ROS district are as follows:

(1) Private camps, camping grounds, and recreational exhibits and areas.
(2) Public or private playgrounds and playfields.
(3) Country clubs, including golf courses and playing courts.
(4) Marinas.
(5) Fairgrounds.
(6) Open space, including natural vegetation and landscaping, water bodies, etc.

(c) Permitted accessory uses and structures. Permitted accessory uses and structures in the ROS district are as follows:
(1) Storage buildings for recreational equipment.
(2) Meeting facilities.
(d) Conditional uses. (Conditional uses are permissible after public notice and hearing.) Conditional uses in the ROS district are as follows: Essential services, subject to buffering.
(e) Development specifications. Development specifications for the ROS district are as follows:
(1) Impervious surface land coverage in this district shall not exceed 50 percent for active recreational development, and ten percent for passive recreational development.
(2) All construction shall be on continuous perimeter poured concrete footers measuring a minimum of 24 inches wide by eight inches deep. All construction also shall include a continuous masonry enclosure wall from the ground to the bottom exterior of the floor system.
(f) Permitted signs. Directional signs, ground signs, and wall signs.

Staff Comment: Staff believes that the Riverfront Park as it is currently functions and as anticipated in the Riverfront Master Plan generally comports with this zoning district with a similar recommendation that a public museum, education center, and limited privately-run concessions limited to a restaurant and recreation-related activities be added as permitted uses.

Provide analysis of the availability of facilities and services.
Staff Comment: the property is in close proximity to a range of urban services and infrastructure.

Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.
Staff Comment: not applicable as the site is developed with a park.

Provide analysis of the minimum amount of land needed as determined by the local government.
Staff Comment: not applicable, as this is to be determined at the next revision of the overall Comprehensive Plan.

Demonstrate that amendment does not further urban sprawl, as determined through the following tests.

- *Low-intensity, low-density, or single-use development or uses*
- *Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.*
- *Radial, strip, isolated, or ribbon development patterns.*
- *Development that fails to adequately protect and conserve natural resources and agricultural activities.*
- *Development that fails to maximize use of existing and future public facilities and services.*
- *Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.*
- *Development that fails to provide a clear separation between rural and urban uses.*
- *Development that discourages or inhibits infill development and redevelopment.*
- *Development that fails to encourage a functional mix of uses.*
- *Development that results in poor accessibility among linked or related land uses.*

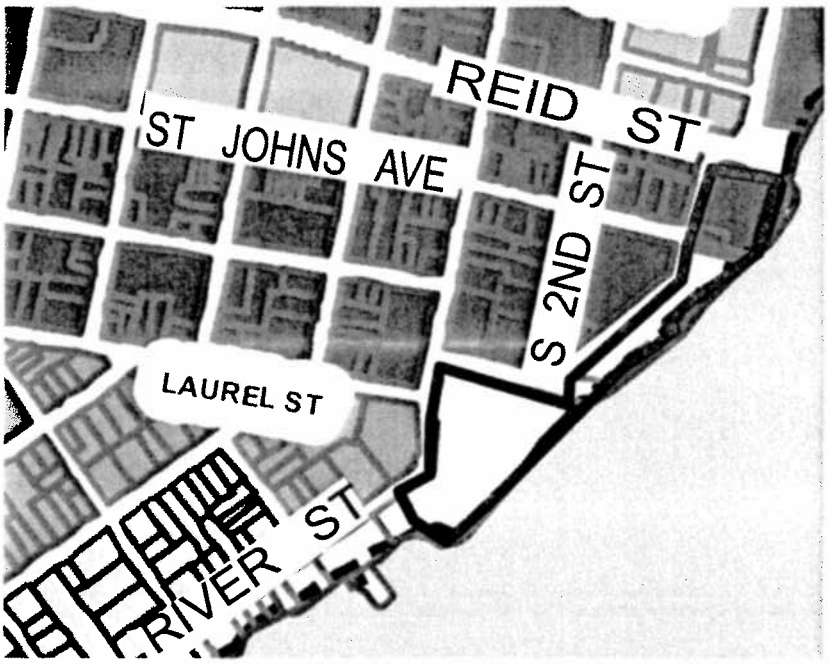
Staff Comment: the park use does not represent urban sprawl.

STAFF RECOMMENDATION

As demonstrated in this report, this application meets applicable future land use map amendment criteria. Staff recommends approval of amending the future land use map category to REC, rezoning the property to ROS, and adding the following conditional uses to the REC zoning category: restaurants and recreation-oriented private concessions.

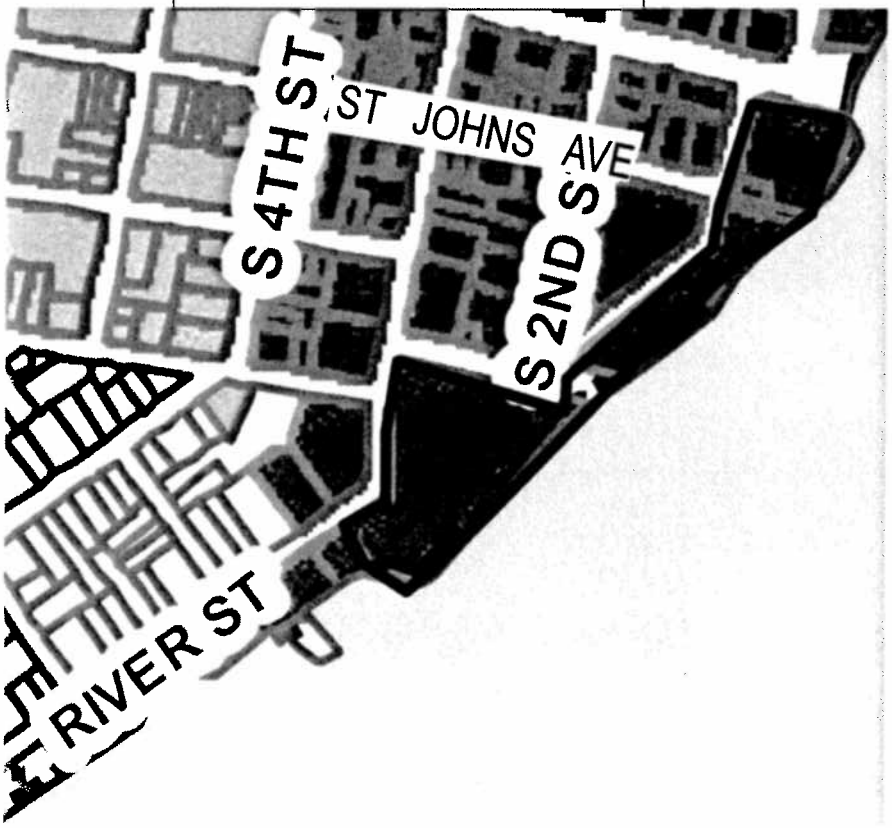
ATTACHMENTS: FLUM & ZONING MAPS

FUTURE LAND USE MAP



RL
RM
RH
PB
COM

ZONING MAP



C-2
DB
DR
R-3
R-1

Agenda Item

7

CITY COMMISSION AGENDA ITEM

SUBJECT: 1ST READING OF ZONING CODE MAP CHANGE FOR RIVERFRONT PARK FROM DOWNTOWN RIVERFRONT TO RECREATION AND OPEN SPACE (ROS) ZONING

DEPARTMENT: BUILDING AND ZONING

ATTACHMENTS: _X_ Ordinance ___ Resolution ___ Motion
_X_ Support Documents ___ Other

SUMMARY:
This is an administrative request rezoning Riverfront Park from Downtown Riverfront (DR) to Recreation and Open Space (ROS). The intent of this change is to more accurately reflect the park use and limit uses to recreation and park-related uses, which was a consensus of the Planning Board at their September meeting. Please note there is a companion Future Land Use Map amendment to change the FLUM from RL (Residential, Low Density) to REC (Recreation), which will be considered as a one-time adoption item at the Commission's November 8, 2012 meeting.

Planning Board recommended approval at their October 2, 2012 meeting.

RECOMMENDED ACTION:
Approval

DEPARTMENT HEAD	Submitted: Thad Crowe	Date: 10/17/2012
	Requested Agenda Regular	Date: 10/25/2012
FINANCE DEPARTMENT	Budgeted ___Yes ___No _X_N/A	Date: 10/18/12
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date: 101812

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

DISTRIBUTION: ___APT___CA ___CC ___CM ___FIN ___FD ___P&C ___PD ___PLN ___S&S___W&S ___WTP ___WWTP

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

ORDINANCE NO. 12 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED AS TO THAT CERTAIN PROPERTY LOCATED IN SECTION 42, TOWNSHIP 10 SOUTH, RANGE 27 EAST, LOCATED AT 301 RIVER STREET (RIVERFRONT PARK), FROM DR (DOWNTOWN RIVERFRONT) TO ROS (RECREATION AND OPEN SPACE); PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, application has been made by the City of Palatka Building and Zoning Department for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including public hearings before the Planning Board of the City of Palatka on October 2, 2012, and two public hearings before the City Commission of the City of Palatka on October 25 and November 8, 2012, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from its present zoning classification of DR (Downtown Riverfront) to ROS (Recreation and Open Space) for 301 River Street/Riverfront Park.

DESCRIPTION OF PROPERTIES:
PALATKA ALL OF WATER LOT EXTENDING S'LY FROM N'LY BOUNDRY OF WATER LOT 1 TO THE S'LY BOUNDRY OF WATER LOT 11 1/2 LYING BETWEEN RIVER ST 1ST ST LAUREL ST + ST JOHNS RIVER CONSISTING OF VETERANS MEMORIAL PLAZA, CITY PARK + CITY DOCK DICK'S MAP OF PALATKA MB2

P46 & FRED GREEN AMPHITHEATER)(MAP SHEET 7/42) (SUB TO CONSERVATION ESMT OR1294 P148) (Being 301 River Street / tax parcel # 42-10-27-6850-0000-0010)

DICK'S MAP OF PALATKA MB2 P46 LEMON ST LYING BETWEEN WATER LOTS 1 & 2 (MAP SHEET 7/42) (Being tax parcel # 42-10-27-6850-0000-0022)

DICK'S MAP OF PALATKA PT OF WATER LOT 2 BK76 P356(OLD FPL PARCEL)(MAP SHEET 7/42) (Being tax parcel # 42-10-27-6850-0000-0020)

DICK'S MAP OF PALATKA MB2 P46 WATER LOTS 2 3 & 4 BK139 PP356 357 OR77 P28 OR82 PP478 482 484 (EX BK76 P356)(SUBJECT TO EASEMENT OR348 P407)(GAZEBO & DOCK NEXT TO BRIDGE & CLOCK TOWER)(MAP SHEET 7/42) (Being tax parcel # 42-10-27-6850-0000-0030)

Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

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

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 8th day of November, 2012.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

_____
City Clerk

height limits should be in the mean of comparable jurisdictions, to allow the City to better compete for new development. He believes that an appropriate community standard for height for the City would be a across-the-board cap of 60 feet, allowable in the R- 3, the downtown zoning districts, and Public Buildings and Grounds district. He added that more of a middle range of 48 feet in the commercial and industrial districts was appropriate with a 35-foot limit for the residential districts. He added that some of the lot coverage standards could be replaced with impervious coverage limitations for buildings over 35 feet. For an example the higher you go, it would require one percent of green space (pervious) for each foot over 35 feet. He recommended approval of the revised height limits and the non-residential height standards.

Motion made by Ms. Moody and seconded by Ms. Gooding to approve the amendment with staff recommendations. All present voted affirmative, motion carried.

Case 12-42: An administrative request to amend the Comprehensive Plan Future Land Use Map designation for 301 River St. (Riverfront Park) from RL (Residential, Low) and COM (Commercial) to REC (Recreation), to amend the zoning designation from DR (Downtown Riverfront) to ROS (Recreation/Open Space District), and to amend ROS zoning district text to allow for restaurants and recreation-oriented private concessions by conditional use.

Mr. Crowe explained that this text amendment had been before the Board for consideration of placing the Riverfront Park in the Public Buildings and Grounds FLUM category, and now the proposal if to put it in the Recreation category which he believes is a more appropriate designation. He added that this request also includes a text amendment the Recreational Open Space zoning designation that would allow for restaurants and recreation-oriented private concessions by conditional use (requiring approval by the Planning Board).

Discussion ensued regarding the some of the similarities and differences between a conditional use and a Planned Unit Development (PUD), with the consensus being that a Conditional Use would provide a similar approach to a PUD that would be both flexible and customized.

Motion made by Mr. Petrucci and seconded by Ms. Moody to recommend to the City Commission the adoption of the text amendment as submitted with staff recommendations. All present voted affirmative, motion carried.

Case 12-51: Administrative request for a text amendment to the zoning code regarding mixed-use criteria for Downtown residential uses including density, design and locational standards.

Mr. Crowe requested that this item be tabled to allow staff additional time for research.

Motion made by Ms. Moody and seconded by Mr. Petrucci to table this case until the November 6, 2012 meeting. All present voted affirmative, motion carried.

Case 12-43: Consideration of revocation of conditional use for outdoor shooting range located at 404 N. Moody Rd. based on City Attorney findings pertaining to local regulation of existing shooting ranges (Florida Statute 790.333).

Mr. Crowe advised staff had not previously been aware of this particular statute that effectively prohibits Planning Boards and local governments from regulating existing ranges. Based on the City Attorney's opinion no action is required by the Board.

With no further business, meeting adjourned.

Case 12-42: 301 River St. & 101 N. 1st St (Riverfront Park) Request to Amend Comprehensive Plan Map from RL to REC, Rezone from DB to ROS, and Revise Conditional Uses for ROS Category

Applicant: Building & Zoning Dept.

STAFF REPORT

DATE: September 25, 2012

TO: Planning Board members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

To annex, amend Comprehensive Plan Future Land Use Map (FLUM) from RL (Residential, Low Density) and COM (Commercial) to REC (Recreation). Public notice included legal advertisement, property posting, and letters to nearby property owners (within 150 feet). City departments had no objections to the proposed actions.

Figure 1: Site and Vicinity Map

APPLICATION BACKGROUND

The existing Riverfront Park provides an area of green space that runs approximately 1,800 feet along the river, from the US 17 bridge south. For unknown reasons the park south of Lemon St. (St. Johns Ave.) was put into the Residential Low Density future land use map category (south of St. Johns Ave.) and in the Commercial category (north of St. Johns Avenue). This is a "housekeeping" measure intended to put the park into the appropriate FLUM category, and staff will follow up at a future meeting with a similar amendment to change the northern part of the park between the US 17 bridge and Lemon St from Commercial to REC as well. Staff had previously presented this as an amendment to the PB (Public Buildings and Facilities) FLUM and has decided to instead utilize the REC FLUM category due to Planning Board concerns about potentially inappropriate development in the PB FLUM category. Staff has also added rezoning the property to the ROS (Recreation and Open Space) zoning district and providing some clarifying text revisions in this category to reflect uses that are anticipated in the Riverfront Master Plan area.

Table 1: Use Classifications

Property	FLUM	Zoning	Existing Use
Site	COM (Commercial) RL (Residential, Low Density)	DR (Downtown Riverfront)	Riverfront Park
Property to North	COM (Commercial)	DR (Downtown Riverfront)	US 17 & motel
Property to South	RL (Residential, Low Density)	R-1A (Residential, Single-Family)	Single-Family Dwelling Dock
Property to West	COM (Commercial) RH (Residential High Density)	DR (Downtown Riverfront)	Undeveloped Office
Property to East	County	County	St. Johns River

Figure 2 (above) Park from Lemon/Memorial

Figure 3 (below(: Park from River St

PROJECT ANALYSIS

Future Land Use Analysis
Criteria for consideration of comprehensive plan amendments under F.S. 163-3187 are shown in italics below (staff response follows each criterion, and comprehensive plan extracts are underlined).

List Goals, Objectives, and Policies of the Comprehensive Plan that support the proposed amendment.
The application does not conflict with goals, objectives and policies of the Comprehensive Plan. The following FLUM category would be appropriate for this park.

Policy A.1.9.3
3. Recreation (158 acres)
Land designated for recreation is intended for a variety of leisure time activities. Included in this land use classification are both resource-based and activity-based sites and facilities. Resource-based sites and facilities are oriented toward natural resources; activity-based sites and facilities are those that require major development for the enjoyment of a particular activity. Activity-based sites and facilities include ball fields, golf courses, tennis courts, etc.; resource-based facilities include lakes, trails, picnic areas, etc.
New recreational facilities must be sited in locations which are compatible or can be made compatible with adjacent land uses.
Impervious surface land coverage of recreation land use shall not exceed 50 percent for active recreational development; 10 percent for passive recreational development.

Staff Comment: Staff believes that the REC category is appropriate for this property as it allows for a wide range of recreational activities. To ensure that the REC category is consistent with the uses anticipated in the Riverfront Master Plan, Staff believes it would be appropriate to add language to the policy above that would allow within the Recreation FLUM category public museums, education centers, and limited privately-run concessions limited to restaurants and recreation-related activities.

The ROS zoning category is shown below.

Sec. 94-152. - ROS recreation/open space district.
(a) Intent. The ROS district includes lands used for activities that are associated with recreation, whether in public and/or private ownership. Open space managed by the state, county or city is also included in this district.
(b) Permitted principal uses and structures. Permitted principal uses and structures in the ROS district are as follows:
(1) Private camps, camping grounds, and recreational exhibits and areas.
(2) Public or private playgrounds and playfields.
(3) Country clubs, including golf courses and playing courts.
(4) Marinas.
(5) Fairgrounds.
(6) Open space, including natural vegetation and landscaping, water bodies, etc.

(c) Permitted accessory uses and structures. Permitted accessory uses and structures in the ROS district are as follows:
(1) Storage buildings for recreational equipment.
(2) Meeting facilities.
(d) Conditional uses. (Conditional uses are permissible after public notice and hearing.) Conditional uses in the ROS district are as follows: Essential services, subject to buffering.
(e) Development specifications. Development specifications for the ROS district are as follows:
(1) Impervious surface land coverage in this district shall not exceed 50 percent for active recreational development, and ten percent for passive recreational development.
(2) All construction shall be on continuous perimeter poured concrete footers measuring a minimum of 24 inches wide by eight inches deep. All construction also shall include a continuous masonry enclosure wall from the ground to the bottom exterior of the floor system.
(f) Permitted signs. Directional signs, ground signs, and wall signs.

Staff Comment: Staff believes that the Riverfront Park as it is currently functions and as anticipated in the Riverfront Master Plan generally comports with this zoning district with a similar recommendation that a public museum, education center, and limited privately-run concessions limited to a restaurant and recreation-related activities be added as permitted uses.

Provide analysis of the availability of facilities and services.
Staff Comment: the property is in close proximity to a range of urban services and infrastructure.

Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.
Staff Comment: not applicable as the site is developed with a park.

Provide analysis of the minimum amount of land needed as determined by the local government.
Staff Comment: not applicable, as this is to be determined at the next revision of the overall Comprehensive Plan.

Demonstrate that amendment does not further urban sprawl, as determined through the following tests.

- *Low-intensity, low-density, or single-use development or uses*
- *Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.*
- *Radial, strip, isolated, or ribbon development patterns.*
- *Development that fails to adequately protect and conserve natural resources and agricultural activities.*
- *Development that fails to maximize use of existing and future public facilities and services.*
- *Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.*
- *Development that fails to provide a clear separation between rural and urban uses.*
- *Development that discourages or inhibits infill development and redevelopment.*
- *Development that fails to encourage a functional mix of uses.*
- *Development that results in poor accessibility among linked or related land uses.*

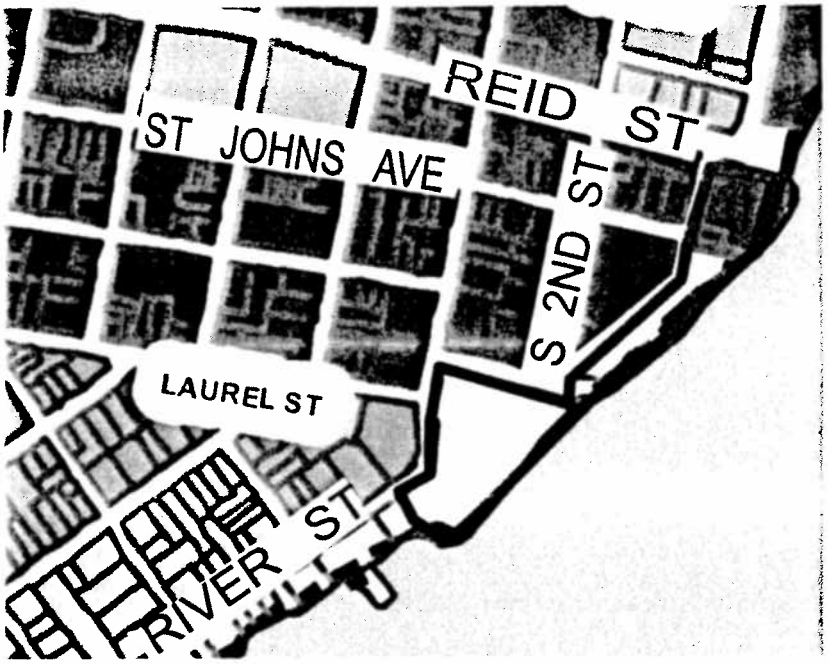
Staff Comment: the park use does not represent urban sprawl.

STAFF RECOMMENDATION

As demonstrated in this report, this application meets applicable future land use map amendment criteria. Staff recommends approval of amending the future land use map category to REC, rezoning the property to ROS, and adding the following conditional uses to the REC zoning category: restaurants and recreation-oriented private concessions.

ATTACHMENTS: FLUM & ZONING MAPS

FUTURE LAND USE MAP



RL

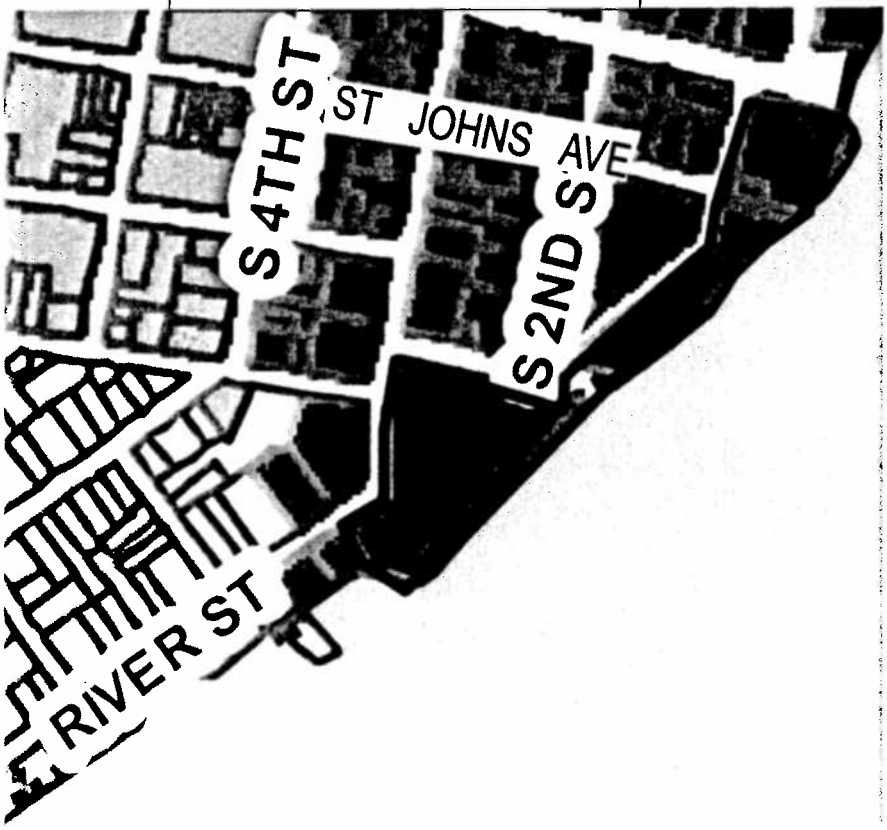
RM

RH

PB

COM

ZONING MAP



C-2

DB

DR

R-3

R-1

Agenda Item

8

CITY COMMISSION AGENDA ITEM

SUBJECT: Ordinance establishing fees and rules for use of Police Gun Range

DEPARTMENT: Police

ATTACHMENTS: _x_ Ordinance ___ Resolution ___ Motion
___ Support Documents ___ Other

SUMMARY: This ordinance, known as the "Police Gun Range Fee Schedule & Rules" Ordinance, establishes fees and rules for outside agencies and citizens for use of the Police Department Gun Range, located off Moody Road. It was passed on first reading on 10/11/12.

RECOMMENDED ACTION: Pass on 2nd Reading/Adopt "Police Gun Range Fee Schedule & Rules" Ordinance.

DEPARTMENT HEAD	Submitted: G.Getchell/B. Driggers Requested Agenda Regular	Date: 10-14-12 Date: 10-25-12
FINANCE DEPARTMENT	Budgeted ___Yes ___No _X_N/A	Date: 10/18/12
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date: 10/16/12

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

DISTRIBUTION: __APT__CA __CC __CM __FIN __FD __P&C __PD __PLN __S&S__W&S __WTP __WWTP

ORDINANCE No. 12 - 45
entitled

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, ESTABLISHING FEES FOR THE USE OF THE POLICE GUN RANGE TO INCLUDE RULES OF OPERATION, LIABILITY WAIVER, SCHEDULING, PAYMENT, USE OF MONIES GENERATED; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to establish a fee structure for use of the City of Palatka Police Department's firearms range; and

WHEREAS, both citizens and other law enforcement agencies have used the existing facility in the past; and

WHEREAS, increased demands for use has necessitated the city set rules of operation; and

WHEREAS, the rising costs of maintaining a facility in which to train law enforcement officers and provide a safe environment to instruct citizens in the proper use of handguns has necessitated the implementation of a fee as well as a provision to allow the monies collected to be used for maintenance and enhancement to the property;

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

That the Municipal Code of the City of Palatka, Florida, is amended to include the following provisions of this Ordinance:

Section 1. Recitals. The above listed "Whereas" clauses are hereby retified and confirmed as being true and correct and are hereby rendered a specific part of the Ordinance upon adotion and shall serve as its legislative history.

Section 2. Title. The Title of this Article shall be **POLICE GUN RANGE FEE SCHEDULE AND RULES**

Section 3. Purpose of article. The purpose of this article is to set forth regulations governing the use of the gun range to include rules of operation, liability waiver, scheduling, payment and use of monies. This article also provides for the establishment of fees associated with the use of the gun range.

Section 4. Definitions. The following words, terms and phrases, when used in this chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Not for Profit Organization shall mean an organization incorporated under state laws and approved by both the state's Secretary of State and its taxing authority as operating for educational, charitable, social, religious, civic or humanitarian purposes. A nonprofit corporation is formed by incorporators, has a board of directors and officers, but no shareholders. These incorporators, directors and officers may not receive a distribution of (any money from) profits, but officers and management may be paid reasonable salaries for services to the corporation.

For Profit Organization shall mean an organization or business that's primary goal is making money.

Law Enforcement Agency shall mean any local, state or federal agency who has arrest powers under Municipal (not including the Palatka Police Department), County, State, or Federal Law to include but not limited to any Police Department, Sheriff's Office, Port Authority, State Probation Office, County Probation Office, CSX Police, State Fire Marshal's Office, Agents with the U.S. Drug Enforcement Agency, Agents with the U.S. Alcohol Tobacco and Firearms Agency, agents with the Department of Homeland Security, The Florida Highway Patrol and The Florida Department of Law Enforcement.

Correctional Facilities shall mean any local, state or federal correctional institution to include but not limited to county jails, The Florida Department of Corrections and any prison within the United States Federal Prison system.

U.S. Military shall mean any and all branches of the United States Military to include but not limited to the Air Force, Army, Marines, Navy and Coast Guard.

Security Agency shall mean any security agency who employs security guards with a "G" license and requires them to qualify with firearms on an annual basis.

Citizen shall mean a resident of the United States with rights and freedoms of man or woman.

Section 5. Range Fee Schedule for Law Enforcement / Correctional Facilities / Security Company / U.S. Military. The use of the range will be outlined within a memorandum of understanding to include one of the two options listed below:

1. Any law enforcement agency, correctional facility, security company, or U.S. Military branch that uses the facility 6 times or less per fiscal calendar (October to September) year will be billed based on full or half day rentals with a minimum of a half day rental fee. A certified firearms instructor is required to run the range.

    - Half day - $100.00, and actual cost (salary and benefits) of firearms instructor
    - Full day - $250.00, and actual cost of firearms instructor

2. Any law enforcement agency, correctional facility, security company, or U.S. Military branch that uses the facility 7 times or more per fiscal calendar (October to September) year will be billed an annual fee of $200.00 per person.

Section 6. Range Fee Schedule for Non-profit / Profit Organizations and Security Companies. The use of the range will be outlined within a memorandum of understanding to include one of the two options listed below:

1. Any Non-profit / profit organizations or security company that uses the facility 6 times or less per fiscal calendar (October to September) year will be billed based on full or half day rentals with a minimum of a half day rental fee. The rental fee does not include the cost of a Police Department range officer which is required.

    - Half day - $100.00
    - Full day - $175.00

2. Any Non-profit / profit organizations or security company that uses the facility 7 times or more per fiscal calendar (October to September) year will be billed an annual fee of $175.00 per person. The annual fee does not include the cost of a Police Department range officer for each use which is required.

Section 7. Range Fee Schedule for Citizens. Citizens who uses the gun range will be charged an annual fee of $250.00 per fiscal calendar (October to September) year.

Section 8. Payment. Payment for use of the range will be made according to the option selected for use as outlined within the memorandum of understanding. If the range is used 6 or less times in a fiscal year, the law enforcement agency, correctional facility, security company, not for profit / for profit organization or military unit using the range will be billed after each use.

If the range is used 7 or more times in a fiscal year, the law enforcement agency, correctional facility, security company or military unit using the range will be billed by annually for use (1/2 paid in October of the fiscal year and ½ paid in March of the fiscal year). Not for profit / for profit organizations will be billed in full in October of each fiscal year for use of the range.

Citizens who use the range will be billed an annual fee which is to be paid in full in October of each year.

Section 9. Use of monies generated at range. The revenue generated by the use of the range will be deposited into a range account for maintenance of the property and enhancement of property and equipment.

Section 10. Administration of article. The procedures involved in the implementation of this article shall be coordinated by the city manager and the chief of police. Any changes to such procedures shall be accomplished by resolution of the city commission.

Section 11. Severability. Should any word, phrase, sentence, subsection or section of this ordinance be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection or section so held shall be severed and all other words, phrases, sentences, subsections, or sections shall remain in effect.

Section 12. Effective Date. This ordinance shall take effect upon its passage as provided by law.

Section 13. Codification. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 25th day of October, 2012.

CITY OF PALATKA

By:_____
Its MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

_____
CITY ATTORNEY

Agenda Item

9

CITY COMMISSION AGENDA ITEM

SUBJECT: Ordinance establishing administration fees for towing of vehicles

DEPARTMENT: Police

ATTACHMENTS: _x_ Ordinance ___ Resolution ___ Motion
___ Support Documents ___ Other

SUMMARY: This ordinance, known as the "Vehicle Tow Ordinance," establishes a fee for processing and towing of vehicles used in crimes, criminal code violations and certain non-criminal violations. It was passed on first reading on 10/11/12.

RECOMMENDED ACTION: Pass on 2nd Reading/Adopt "Vehicle Tow Ordinance."

DEPARTMENT HEAD	Submitted: G Getchell/B. Driggers Requested Agenda _Regular	Date: 10-14-12 Date: 10-25-12
FINANCE DEPARTMENT	Budgeted ___Yes ___No _X_N/A	Date: 10/18/12
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date:

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

DISTRIBUTION: ___APT___CA ___CC ___CM ___FIN ___FD ___P&C ___PD ___PLN ___S&S___W&S ___WTP ___WWTP

ORDINANCE No. 12 - 46
entitled

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ESTABLISHING ADMINISTRATIVE FEES FOR THE PROCESSING AND TOWING OF VEHICLES USED IN CRIMES, CRIMINAL CODE VIOLATIONS AND CERTAIN NON-CRIMINAL VIOLATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City desires to establish a fee for processing and towing of vehicles used in crimes, criminal code violations and certain non-criminal violations; and

WHEREAS, use of vehicles in the commission of crimes is detrimental to the safety, health and welfare of the City's residents; and,

WHEREAS, use of vehicles in the commission of non-criminal infractions and code violations is detrimental to the safety, health and welfare of the City's residents.

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

That the Municipal Code of the City of Palatka, Florida, is amended to include the following provisions of this Ordinance:

Section 1: **Recitals.** The above listed "Wherease" clauses are hereby retified and confirmed as being true and correct and are hereby rendered a specific part of the Ordinance upon adotion and shall serve as its legislative history.

Section 2: **Title.** This ordinance shall be knows as the Vehicle Tow Ordinance.

Section 3: **Purpose of article.** The purpose of this article is to establish an administrative fee for the processing and towing of vehicles used in crimes, criminal code violations and certain non-criminal violations.

Section. 4: **Definitions.** The following words, terms and phrases, when used in this chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Business days shall mean any day, Monday through Friday, which is not designated as an official city holiday.

Owner shall mean the person or persons to whom a particular motor vehicle is registered or titled prior to processing and towing including persons or entitles in the business of leasing or renting vehicles.

Police officer shall mean any person who is elected, appointed, or employed by the city; who is vested with authority to bear arms, and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal criminal, traffic or highway laws of the state, county or city. This definition includes all certified supervisory and command personnel of the police department, but does not include support personnel employed by the city police department.

Code Enforcement Officer shall mean any person who is elected, appointed, or employed by the city who is vested with the authority to enforce the City code of ordinances and building code regulations.

Lien holder shall mean a bona fide lien holder whose security interest in the vehicle has been perfected in the manner prescribed by law prior to the processing and towing of the vehicle.

Vehicle shall mean any device capable of being moved upon a public highway or public waterway and in, upon or by which any person or property may be transported or drawn upon a public highway or public waterway.

Processing shall mean the conducting of an inventory, photographing, arranging for tow and safe storage, administrative report filing, receipt of payment, and authorization of vehicle release.

Section 5. Processing and towing of motor vehicles used in crimes, criminal code violations and certain non-criminal violatons. A motor vehicle shall be subject to the administrative processing fee whenever a police officer or code enforcement officer has probable cause to believe that the vehicle:

(a) Was used, intended or attempted to be used to facilitate the commission of any felony or misdemeanor violation in Florida State Statutes while within the City of Palatka.

(b) Was used, intended or attempted to be used to facilitate the commission of a violation of any Palatka City Code of Ordinance deemed to be an arrest-able offence.

(c) The operator of any vehicle is taken into custody by the police department and such motor vehicle would thereby be left unattended.

(d) The vehicle, the continued presence of which, because of the physical location or the condition of the motor vehicle poses a danger to public safety or to the motor vehicle.

(e) The removal of junked vehicles or property from public and private property as identified in City Ordinance 30-65 and 30-66.

Section 6. **Administrative Fee.** Owners or lien holders of vehicles processed and towed under this ordinance will be subject to an administrative fee of $150.00 plus all towing and storage fees.

Section 7. **Police Officer Responsibilities.** Upon processing and towing of a vehicle, the police officer or other officer or agent of the city police department shall:

(a) Arrange for the towing of the vehicle and conduct an inventory.

(b) Provide written notice to any present owner, or person in control of the vehicle, of the fact the vehicle is being processed and towed, the procedures for retrieval of the vehicle and payment of the administrative fee identified in section – 3.

(c) Provide notice of processing and removal by tow by hand delivery or certified mail to all other owner(s) and lien holder(s) of the vehicle at address(es) set forth in the vehicle registration within 3 business days of the date of the towing of the vehicle. The notice shall include the facts associated with the processing and towing of the vehicle and the procedures for retrieval of the vehicle and payment of the administrative fee identified in section – 3.

Section 8. **Vehicle Owner and Lien Holder Responsibilities.** The owner or lien holder of any vehicle which has been towed under the provisions of this article shall have the right to redeem the vehicle upon the payment of any and all fees due. The fee can be paid by either money order or certified check. This does not include any fees associated to the towing and storage of the vehicle by the tow provider. The fee will be made according to the payment arrangements established by the City Manager, Chief of Police or their designee.

Section 9. **Wrecker / Tow Service Fees.** If an owner or lien holder refuses to pay the administrative fee as identified in Section - 3, and all other fees associated to the towing of the vehicle; and the vehicle has been in storage for 35 days beyond the date of receipt of towing notification; the City may release the vehicle to the wrecker / tow service for proper disposal or sale according to State Statutes. When the City releases a vehicle to the wrecker service for disposal or sale, the wrecker / tow service will pay the City $150.00 or 25% of the proceeds it obtained for the vehicle whichever is less.

Section 10. **Administration of article.** The procedures involved in the implementation of this article shall be coordinated by the city manager and the chief of police. Any changes to such procedures shall be accomplished by resolution of the city commission.

Section 12. **Severability.** Should any word, phrase, sentence, subsection or section of this ordinance be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection or section so held shall be severed and all other words, phrases, sentences, subsections, or sections shall remain in effect.

Section 13. **Effective date.** This ordinance shall take effect upon its passage as provided by law.

Section 14. **Codification.** A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 25th day of October, 2012.

CITY OF PALATKA

By:_____
Its MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____
CITY ATTORNEY

Agenda Item

10

CITY COMMISSION AGENDA ITEM

SUBJECT: DISCUSSION OF POTENTIAL CITY-OWNED SURPLUS PROPERTIES

DEPARTMENT: CITY MANAGER

ATTACHMENTS: _X_ Ordinance ___ Resolution ___ Motion
_X_ Support Documents ___ Other

SUMMARY:
The City Manager formed a committee to evaluate the potential for the sale of unused or underutilized properties owned by the City. Committee members included Ed Chandler, Thad Crowe, Michael Czymbor, Platt Drew, Jonathan Griffith, Rhett McCamey, Melvin Register, Charles Rudd, and John Youell, and other staff members were consulted during the process. The attached list includes properties recommended for surplus sale. With the Commission's concurrence, Staff will take steps toward surplusing such properties.

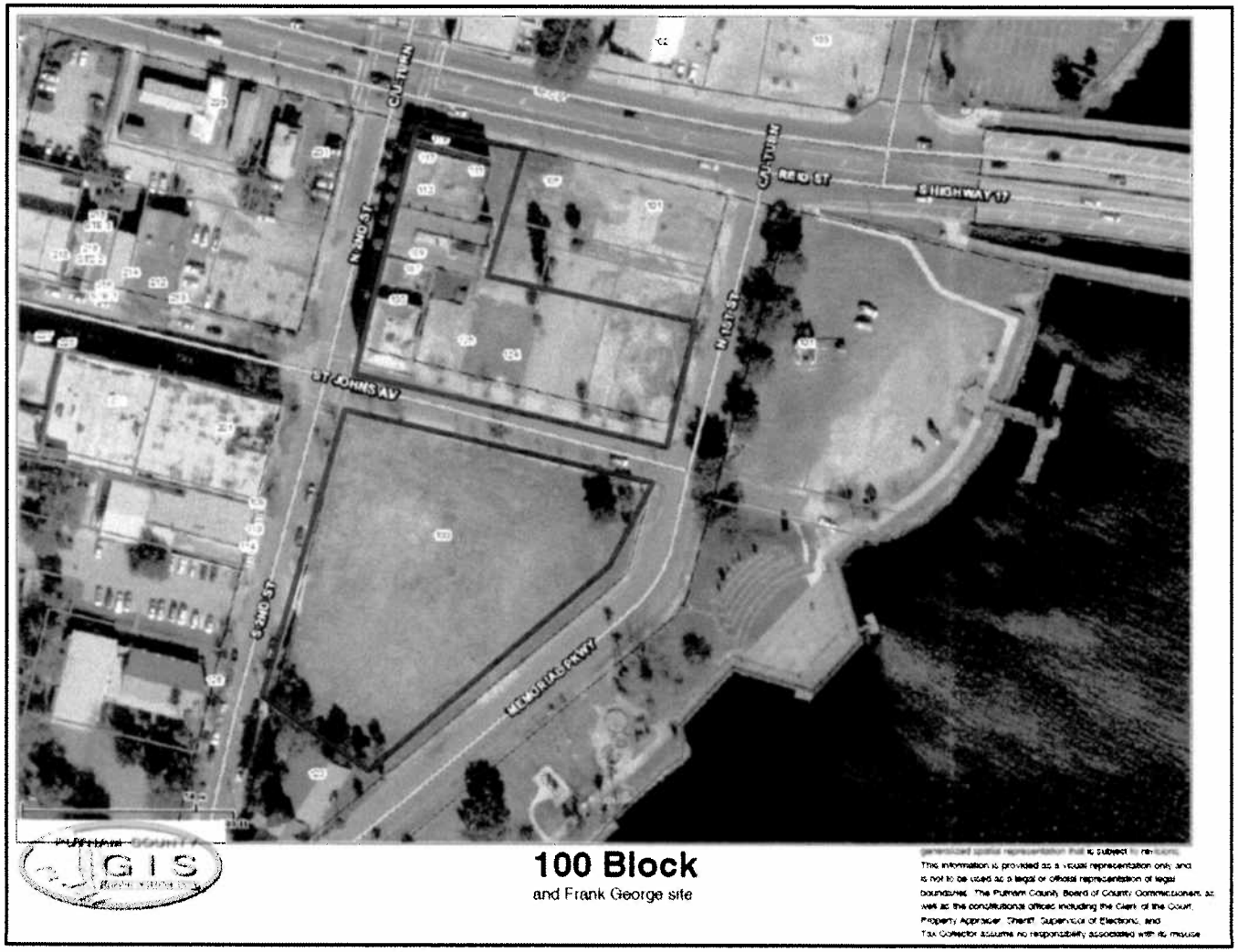
RECOMMENDED ACTION:
Discussion

DEPARTMENT HEAD	Submitted: Thad Crowe Requested Agenda Discussion	Date: 10/17/2012 Date: 10/25/2012
FINANCE DEPARTMENT	Budgeted ___Yes ___No X N/A	Date: 10/18/12
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date: 10/18/12

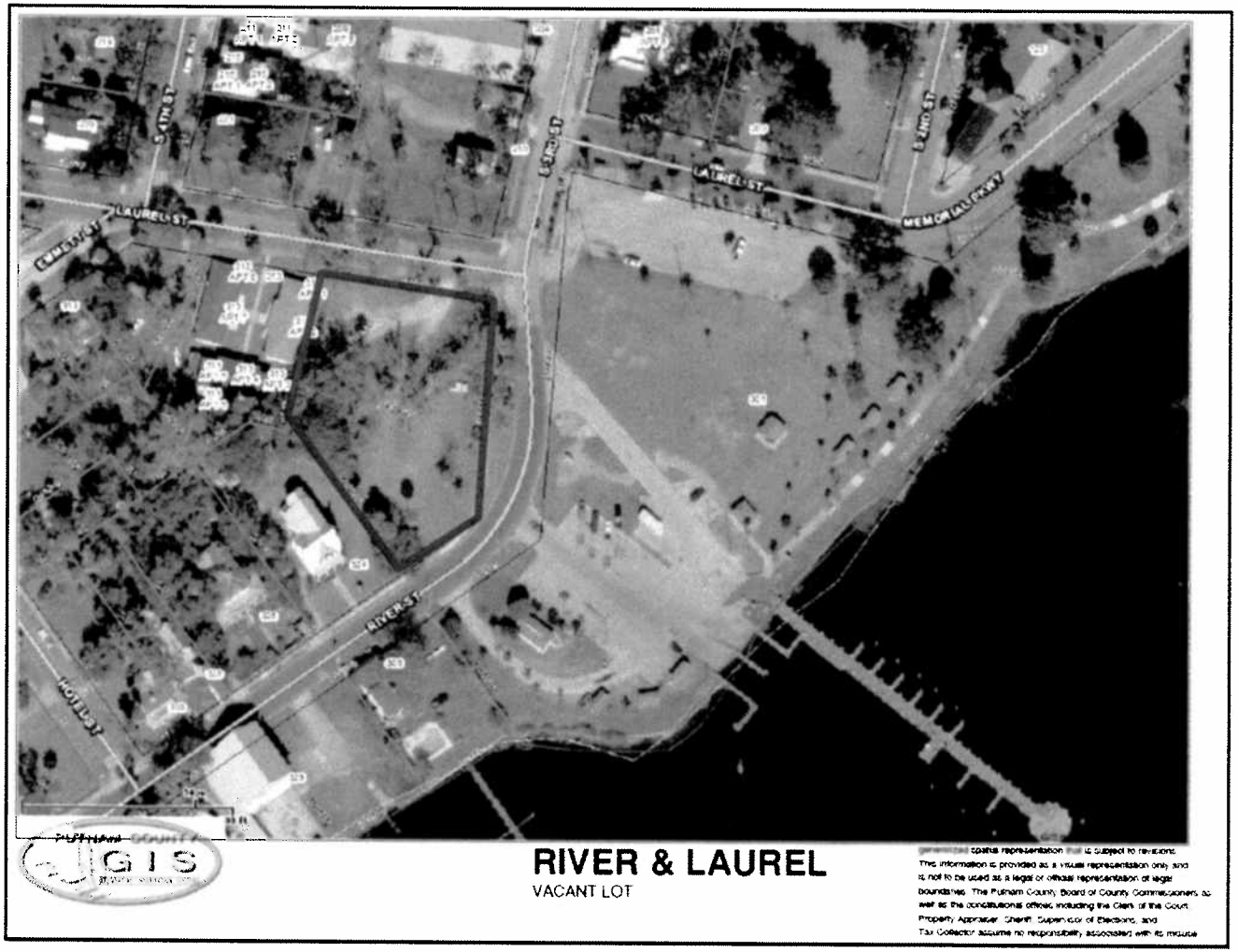
COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: ___APT___CA ___CC ___CM ___FIN ___FD ___P&C ___PD ___PLN ___S&S___W&S ___WTP ___WWTP

Name	100 Block & Frank George Lot
Address	Multiple
Tax ID Number(s)	42-10-27-6850-0010-0000, 42-10-27-6850-0020-0041, 42-10-27-6850-0020-0050, 42-10-27-6850-0020-0100, 42-10-27-6850-0020-0101, 42-10-27-6850-0020-0030, 42-10-27-6850-0020-0020, 42-10-27-6850-0020-0010, 42-10-27-6850-0020-0080
Land Use/Zoning & Use	Commercial / Downtown Riverfront
Actual Use	Vacant Buildings, Undeveloped Land, Parking Lot
Acreage	3.28
Prop. Appraiser Actual Value	$789,284
Comments	Prime Downtown & Riverview Properties, Historic Renovation Potential. Parking lot in NE corner of 100 Block stays public due to grant limitations.

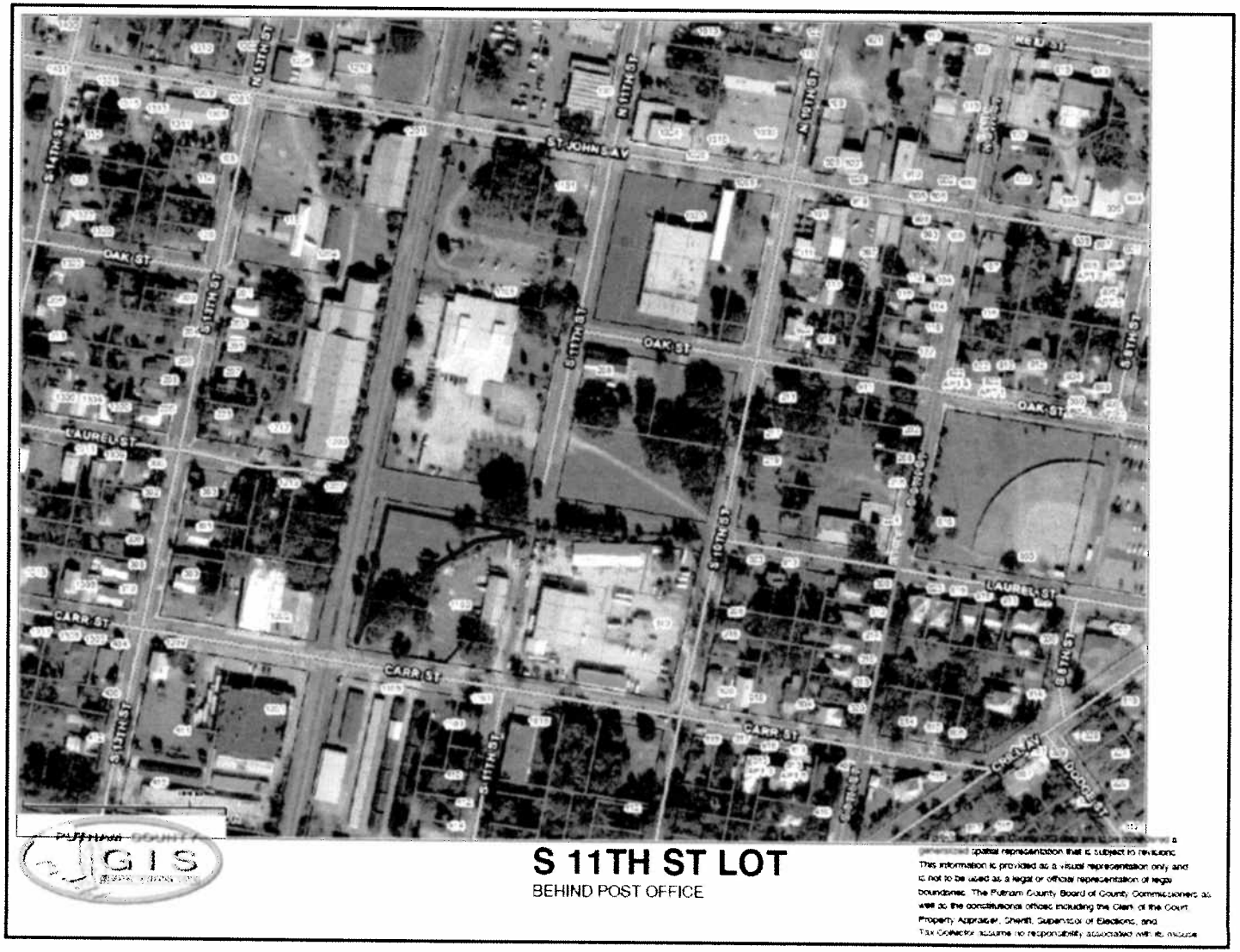


Name	Laurel &River Lot
Address	Southwest corner Laurel & River Streets
Tax ID Number(s)	42-10-27-6850-0460-0080
Land Use/Zoning & Use	Multi-Family
Actual Use	Vacant Lot
Acreage	0.61
Prop. Appraiser Actual Value	$36,254
Comments	Next to Tilghman House. Riverview - possible overflow parking for boat trailers, potential for urban townhome infill.



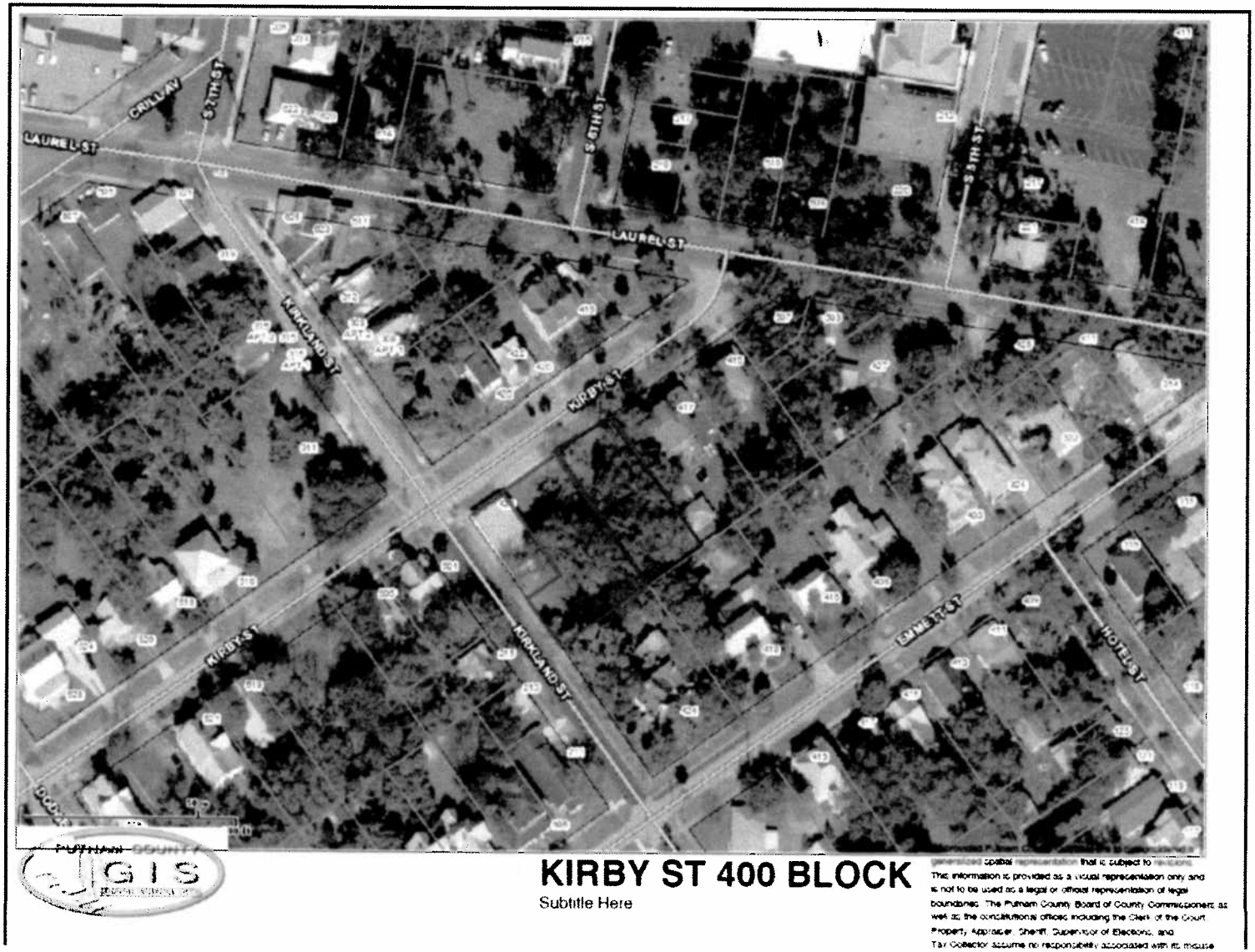
Name	St. Johns Ave. & S. 11th St. Lot
Address	1101 St. Johns Ave.
Tax ID Number(s)	42-10-27-6850-2030-1000
Land Use/Zoning	Downtown Business
Actual Use	Undeveloped
Acreage	0.34
Prop. Appraiser Actual Value	$30,620
Comments	Western edge of downtown core, across from Fire Station and in front of Post Office. Good commercial/office potential. Purchased in January, 2010 for potential parking lot.

Name	**S. 11TH St Lot**
Address	N/A (Behind Post Office at dead end of S. 11th St, fronting railroad)
Tax ID Number(s)	42-10-27-6850-2050-0020
Land Use/Zoning	Commercial intensive
Actual Use	Undeveloped Land
Acreage	0.93
Prop. Appraiser Actual Value	$48,613
Comments	Heavy commercial site (or industrial with rezoning and land use change). Fronts railroad, adjacent to Post Office and Synergy Construction contractor yard.

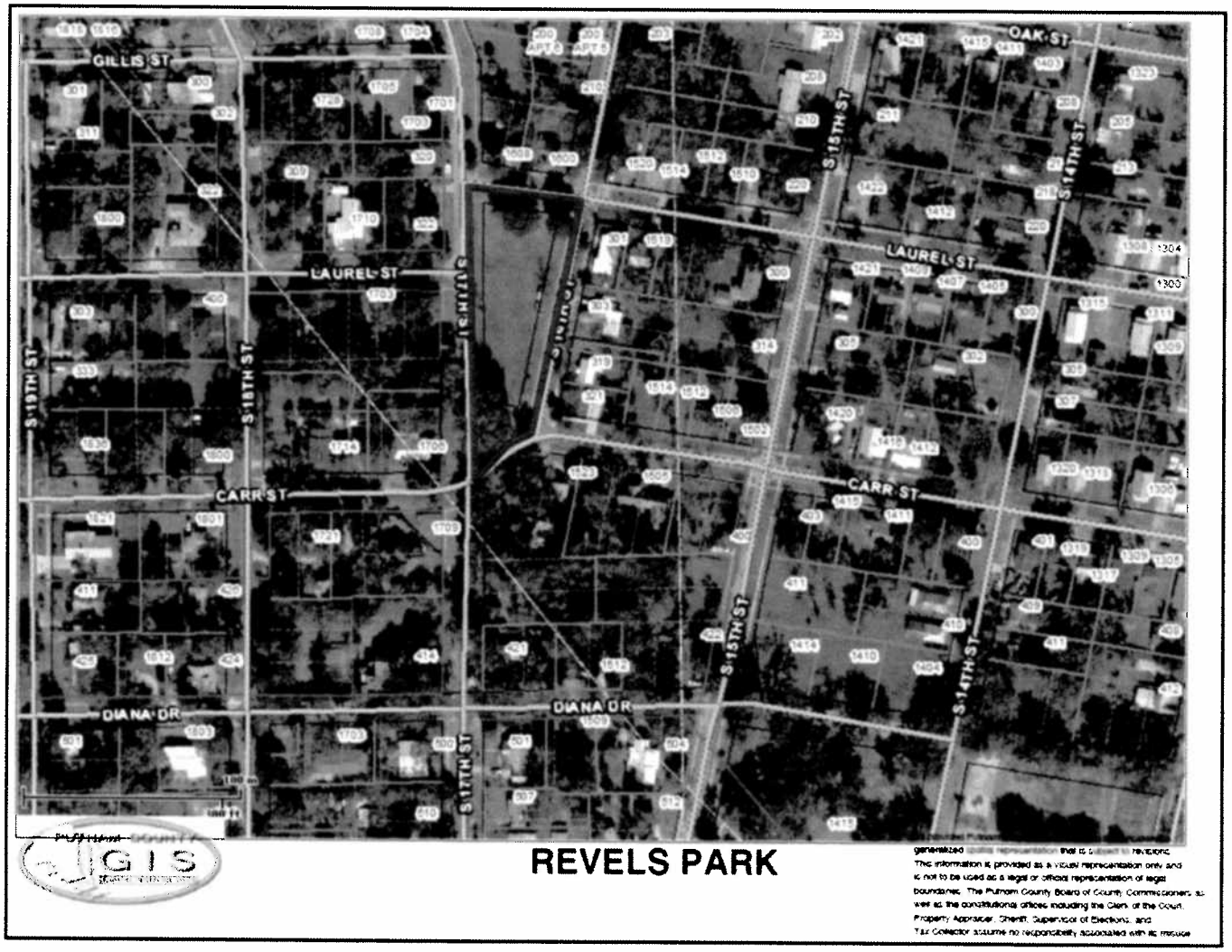


Name	Kirby/Morris St. Property
Address	Bounded by Kirby, Morris, & S. 9th St.
Tax ID Number(s)	42-10-27-6850-1460-0083, 42-10-27-6850-1460-0081
Land Use/Zoning	Single-Family Residential
Actual Use	Undeveloped Land
Acreage	2.65
Prop. Appraiser Actual Value	$60,000 (estimate for three lots based on comparable nearby vacant lots)
Comments	Approximately one acre of this property is upland and developable, while the interior shaded portion is creek ravine/drainage area. Staff estimates that the property could yield three to four single-family lots. Adjacent to South Historic District, excellent tree canopy.

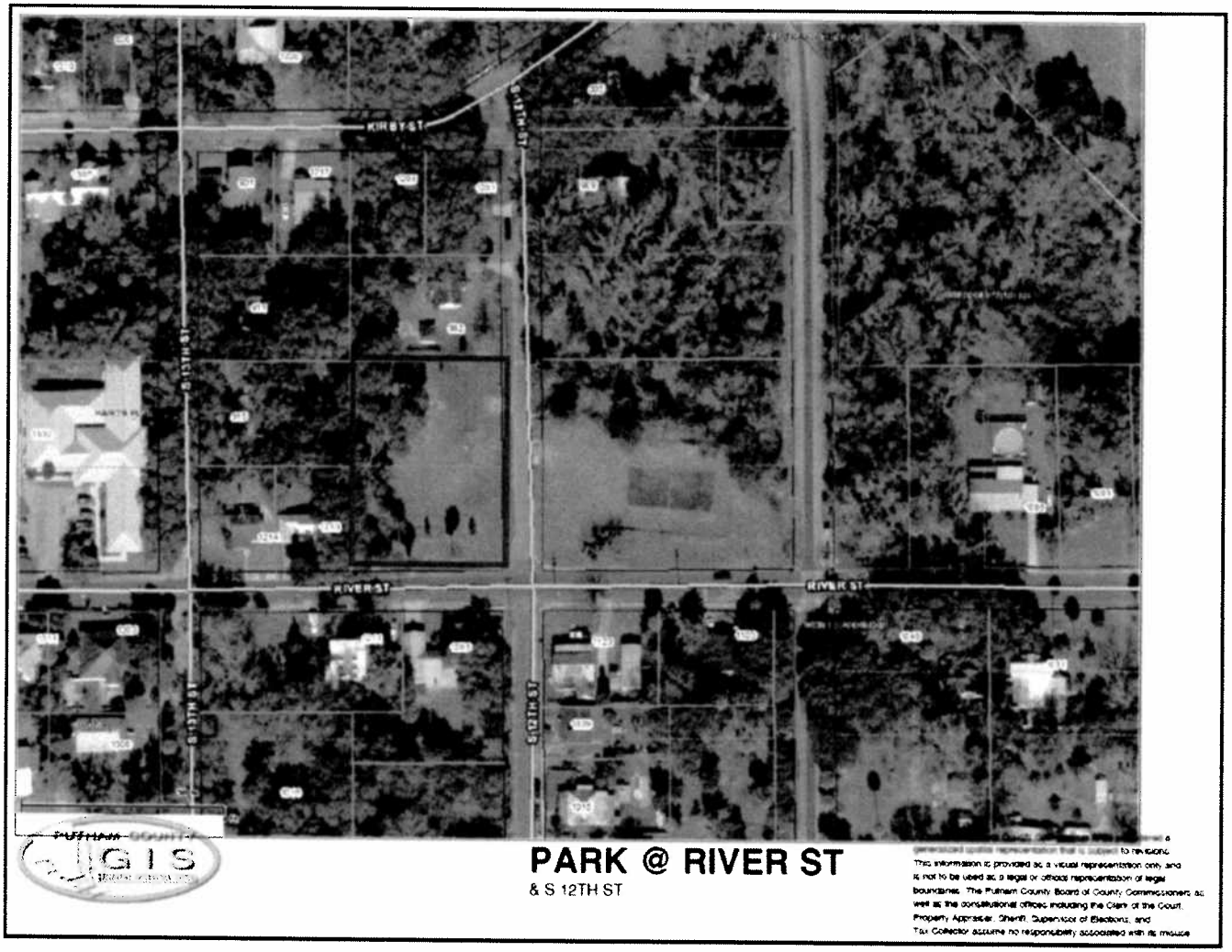
Name	Kirby St. Lots
Address	400 block Kirby St.
Tax ID Number(s)	42-10-27-6850-0450-0051, 42-10-27-6850-0450-0040
Land Use/Zoning	Single-Family Residential
Actual Use	Undeveloped Lots (2)
Acreage	0.52
Prop. Appraiser Actual Value	$49,983
Comments	Buildable single-family residential lots in South Historic District, adjacent to Hammock Hall. Excellent tree canopy.



Name	Revels Park
Address	Bounded by Laurel, Carr, S 16th, and s 17th Streets
Tax ID Number(s)	37-10-26-6850-3000-0000
Land Use/Zoning	Single-Family Residential
Actual Use	Underutilized City Park
Acreage	0.37
Prop. Appraiser Actual Value	$36,000 (staff estimate)
Comments	Underutilized park – only has small jungle-gym type structure on it, two blocks away from Hank Bryan Park. Could be utilized for single-family infill, yielding up to three lots.

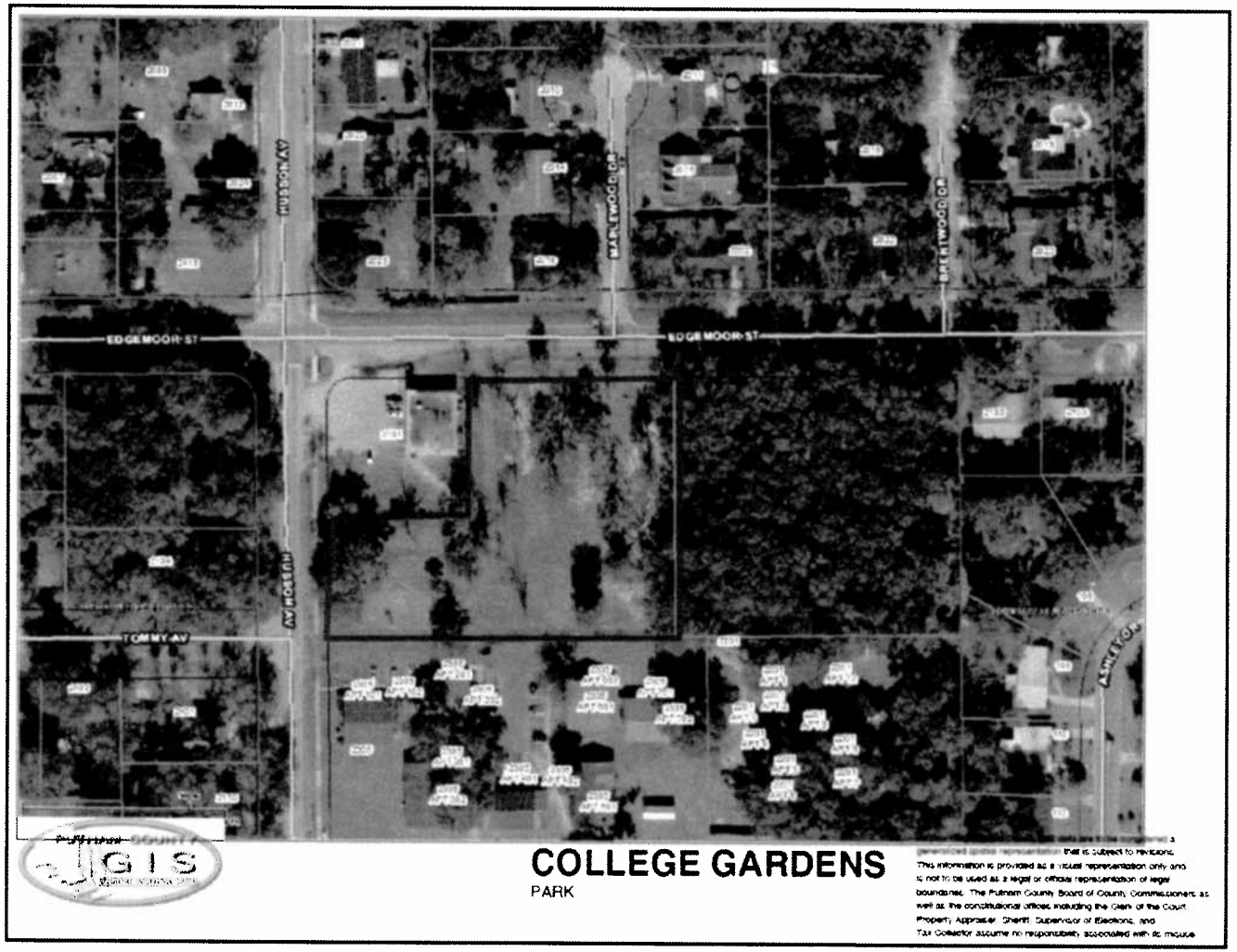


Name	12th & River St. Park
Address	NW & NE corners of S. 12th St. 7 River St.
Tax ID Number(s)	07-10-27-3550-0080-0035, 07-10-27-3550-0080-0030
Land Use/Zoning	Single-Family Residential
Actual Use	Playground (NW corner), Community Garden (NE Corner
Acreage	1.02
Prop. Appraiser Actual Value	$104,619
Comments	Underutilized park in established neighborhood. Recommend subdividing park space at NW corner of intersection into three or four lots & retaining park and garden on NE corner. Excellent tree canopy.

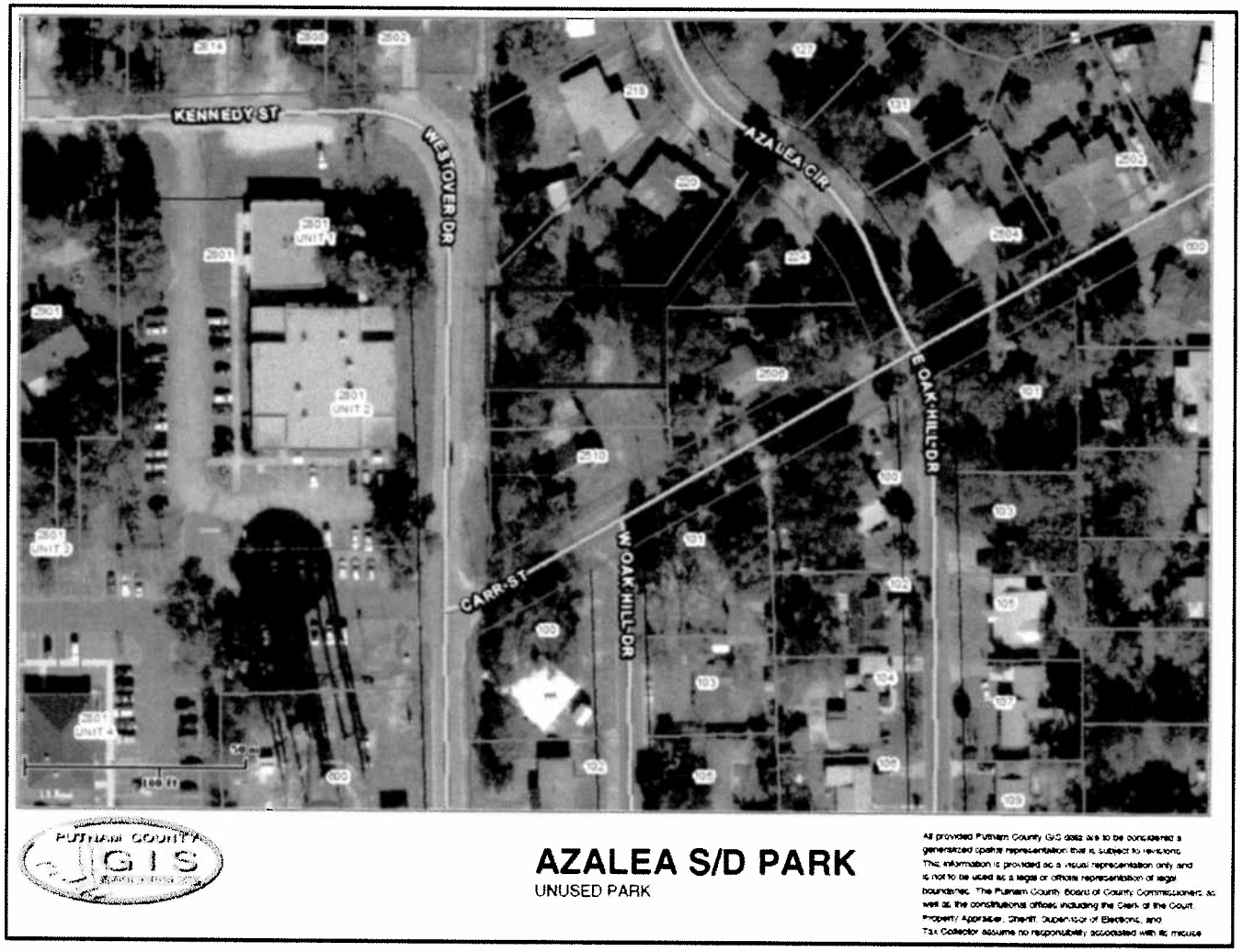


Name	Waterworks Area
Address	End of S. 12th & 13th Streets
Tax ID Number(s)	07-10-27-3550-0120-0080
Land Use/Zoning	Single-Family Residential
Actual Use	Undeveloped Land
Acreage	2.0
Prop. Appraiser Actual Value	$60,000 (staff estimate)
Comments	There are four to five developable single-family sites north of community garden (outlined in red below on aerial map below), just north of the cleared area that is proposed for a gopher tortoise preserve. The yellow-outlined lots are not accessible by paved streets and front on the railroad. Established neighborhood and excellent tree canopy, close proximity to Ravines, Waterworks historic complex. Note- boundaries below are subject to change as staff is meeting with volunteers to determine preserve extant.

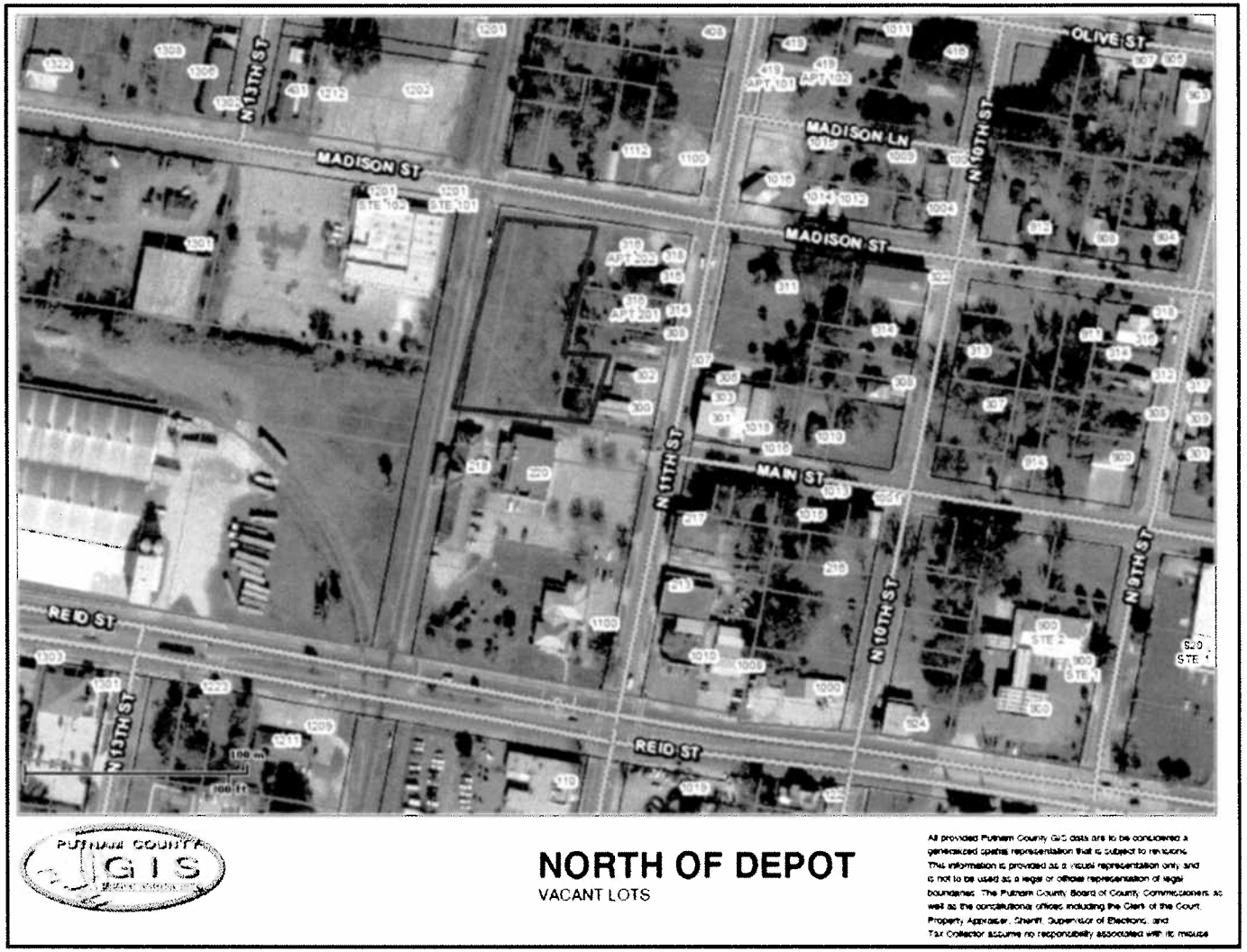
Name	College Gardens Park
Address	Edgemoor St. & Husson Ave.
Tax ID Number(s)	13-10-26-0000-0720-0030
Land Use/Zoning	Single-Family Residential
Actual Use	Unutilized Park
Acreage	1.68
Prop. Appraiser Actual Value	$60,000 (staff estimate)
Comments	Not feasible as park according to Parks Director, crime problem due to adjacent convenience store. Appropriate for five to six single-family lots. Excellent tree canopy, established neighborhood.



Name	Azalea Subdivision Park
Address	Westover Dr., north of Carr St.
Tax ID Number(s)	12-10-26-8450-0000-0000
Land Use/Zoning	Single-Family Residential
Actual Use	Unutilized Park
Acreage	0.27
Prop. Appraiser Actual Value	$15,000 (staff estimate)
Comments	Not utilized as park, neighbors appear to be utilizing. Recommend selling as developable single-family lot or selling to neighbor(s).



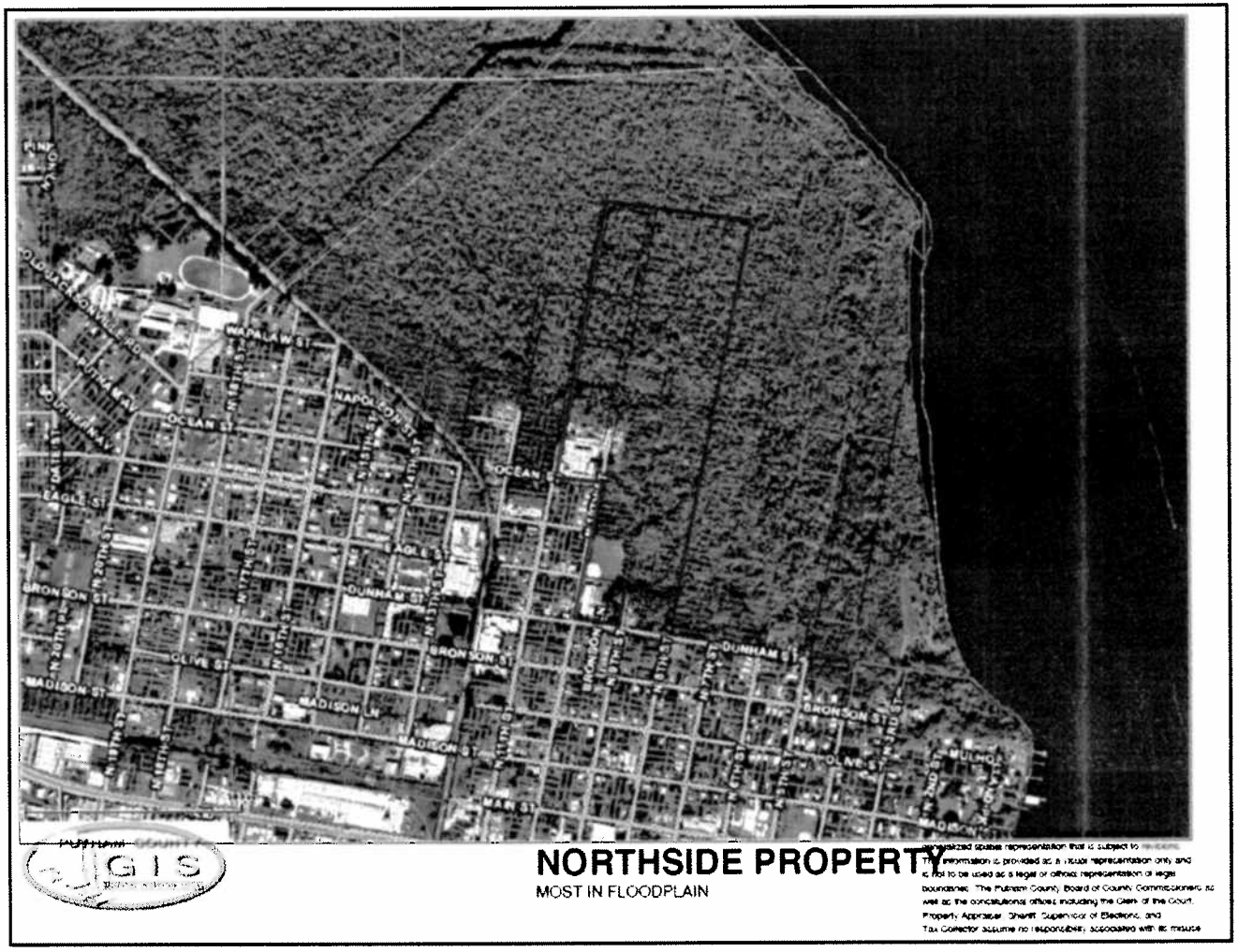
Name	Lots North of Depot
Address	Fronting on Madison St.
Tax ID Number(s)	42-10-27-6850-2000-0011, 42-10-27-6850-2000-0302
Land Use/Zoning	Commercial intensive
Actual Use	Undeveloped Land
Acreage	0.92
Prop. Appraiser Actual Value	$16,030
Comments	Rail-Trail runs through southern and western portions of properties. Potential commercial or industrial use.



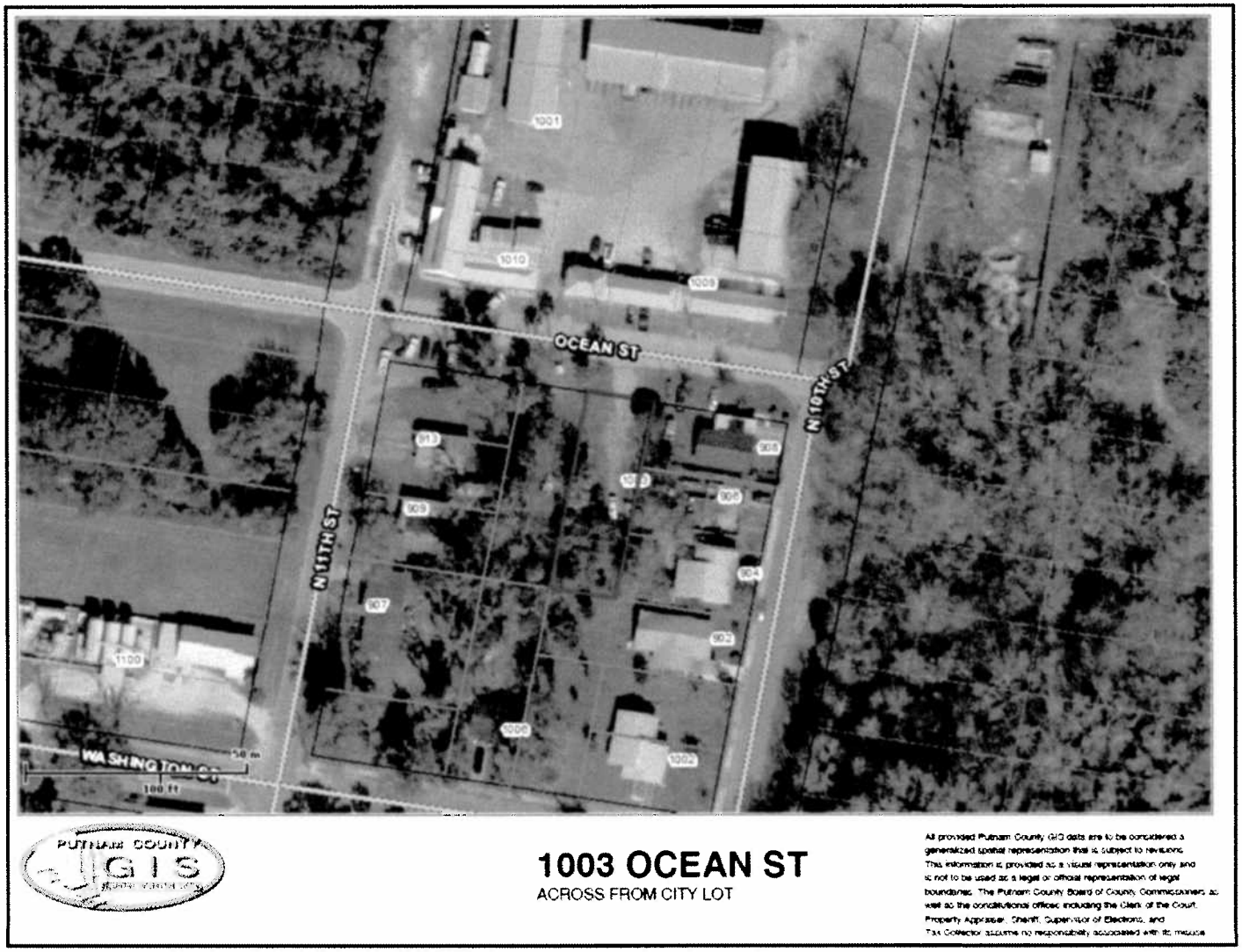
Name	**Olive/N. 11th St Lots**
Address	Lots fronting Olive St. west of N. 11th St.
Tax ID Number(s)	42-10-27-6850-1980-0300, 42-10-27-6850-1980-0602, 42-10-27-6850-1990-1500, 42-10-27-6850-1990-1600,
Land Use/Zoning	Commercial intensive (below Olive) and multi-family (above Olive)
Actual Use	Undeveloped Land
Acreage	0.54
Prop. Appraiser Actual Value	$60,000 (staff estimate)
Comments	Commercial and multi-family (duplex and quadraplex) potential

Name	Olive St Unused Ditch Lot
Address	700 Block Olive St., south side mid-block
Tax ID Number(s)	42-10-27-6850-0580-0001
Land Use/Zoning	Single-family
Actual Use	Unused drainage ditch
Acreage	0.01
Prop. Appraiser Actual Value	$500 (staff estimate)
Comments	Four-foot by 100-foot unused drainage ditch. Recommend selling for nominal cost to neighbor(s).

Name	Northside Property
Address	North of City Lot
Tax ID Number(s)	42-10-27-6850-0810-0010, 42-10-27-6850-0890-0000, 42-10-27-6850-1720-0000, 42-10-27-6850-1740-0000, 42-10-27-6850-1100-0000
Land Use/Zoning	Single-Family Residential
Actual Use	Undeveloped Land, City Lot (3.7 acres)
Acreage	45.54
Prop. Appraiser Actual Value	$443,913
Comments	Floodplain, heavily wooded, developable under Flood Code regulations, old Dump site (potential contamination, Brownfield opportunity), 3.6 acres under SJRWMD conservation easement



Name	1003 Ocean St.
Address	Lot Across from City Lot
Tax ID Number(s)	42-10-27-6850-1710-0090
Land Use/Zoning	Multi-family zoning & land use, single-family actual use
Actual Use	Undeveloped Land
Acreage	0.17
Prop. Appraiser Actual Value	$8,000 (staff estimate)
Comments	Neighbor using for parking of vehicles. Potential for single-family infill, or sale to neighbor.



Name	**Ridgedale – W. Madison St. Lot**
Address	4413 W. Madison St.
Tax ID Number(s)	02-10-26-7720-0130-0050
Land Use/Zoning	Single-Family Residential
Actual Use	Street and Undeveloped
Acreage	0.38
Prop. Appraiser Actual Value	$5,000 (staff estimate)
Comments	Property Appraiser records show that this existing street is closed, but it is still utilized. The northeast portion of the property is a 50-foot wide by 100-foot lot that could be developed with a small house or sold to neighboring property owners.

Name	Airport (PRC Way) Lot
Address	PRC Way at Kay Larkin Cir.
Tax ID Number(s)	003-10-26-0000-0010-0000
Land Use/Zoning	Airport-Related/Industrial
Actual Use	Undeveloped
Acreage	4.0 (part of larger airport property)
Prop. Appraiser Actual Value	$22,000 (staff estimate)
Comments	Three other lots to east recently sold to aviation-related businesses