

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
COMMUNITY REDEVELOPMENT AGENCY
June 27, 2013; 5:00 p.m.

CALL TO ORDER:

- a. Invocation
- b. Pledge of Allegiance
- c. Roll Call

1. **APPROVAL OF MINUTES – 04/11/13 Regular Meeting**
2. **PUBLIC COMMENTS - (Speakers limited to three minutes – no action taken on items)**
3. **CBD TAX INCREMENT FUND EXPENDITURES/BUSINESS:**
 - *a. Recommendation to award a Public Art Contract to Doug Hays in the amount of \$20,000 for a commissioned piece for the Arts in Public Places Grant
 - *b. Presentation of Development Agreement Framework with Riverfront Development Group for the redevelopment of the "Century Block"
 - *c. Recommendation to reallocate Funds for the Century Block Clean-Up
4. **OTHER BUSINESS/REPORTS**
 - a. Small Business Development Center Quarterly Report – Cheryl Lynch, Director
 - b. North Historic District Update – Coenraad van Rensburg, President, PHNNA
 - c. South Historic District Update – Michael Gagnon, President, SHNA
5. **ITEMS FOR DISTRIBUTION ONLY:**
 - *a. Conlee-Snyder Mural Committee Budget Request FY 2013-14
 - **b. Proposed FY 2013-14 Budget
6. **ADJOURN**

*Attachment **Separate Cover

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE COMMUNITY REDEVELOPMENT AGENCY 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 268.105

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.

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
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DONALD E. HOLMES
CITY ATTORNEY

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

June 6, 2013

TO CRA MEMBERS: MARY LAWSON BROWN, ALLEGRA KITCHENS, PHIL LEARY,
JAMES NORWOOD, Jr., KARL N. FLAGG AND ALEX SHARP:

You are hereby notified that a meeting of the Community Redevelopment Agency is called to be held at the regular meeting place of the Palatka City Commission, 201 N. 2nd Street, Palatka, on Thursday, August 27, 2013 at 5:00 p.m.

The purpose of the meeting is to hold the June 2013 CRA meeting, which is regularly scheduled to be held on the 2nd Thursday of the month, but which was cancelled and called to be rescheduled on the 4th Thursday of the month.

Is/ Vernon Myers
Vernon Myers, MAYOR/Chairman

We acknowledge receipt of a copy of the foregoing notice of a special meeting on the 6th day of June, 2013.

Is/ Mary Lawson Brown
COMMISSIONER

Is/ Allegra Kitchens
COMMISSIONER

Is/ James Norwood, Jr.
COMMISSIONER

Is/ Phil Leary
COMMISSIONER

Is/ Alex Sharp
PRESIDENT
DOWNTOWN PALATKA, Inc.

Is/ Karl N. Flagg
PUTNAM COUNTY BOCC
DISTRICT 3 COMMISSIONER

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE COMMUNITY REDEVELOPMENT AGENCY 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.

*Agenda
Item*

3a



AGENDA ITEM

SUBJECT: Recommendation to approve execution of a Public Arts Contract with Douglas Hays in the amount of \$20,000 for the commission and installation of sculpture at the Riverfront Park.

DEPARTMENT: City Hall

ATTACHMENTS: Ordinance Resolution Motion
 Support Documents Other

SUMMARY: On October 11, 2012 the City Commission adopted Resolution 9-39 accepting a National Endowment for the Arts (NEA) Grant. This grant has three parts:

1. plan waterfront sculpture garden and install first phase of art;
2. complete selection of waterfront design elements and plan dissemination throughout the City; and
3. initiate a new annual event entitled River Reflections, an interactive light projection over the St. Johns River.

Of the three parts the CRA's financial contribution is committed solely for the selection and installation of art.

On February 15, 2013 a Call to Artists was advertised for the commissioning and/or acquisition of public art. On March 8, 2013 twelve proposals were received. A set of criteria was established to evaluate each proposal. In addition to the evaluation criteria, the proposals were presented to five stakeholder groups (Downtown Palatka Inc., Palatka Main Street, South Historic Neighborhood Association, North Historic District Neighborhood Association and Conlee Snyder Mural Committee) for input. The steering committee and selection committee preciously made a recommendation to the CRA Board for the acceptance of the ranking and authorizing the City Manager to negotiate a contract with Doug Hays.

The proposed agreement and sculpture concept drawings are attached. The Public Art Steering Committee proposes to install this piece at the terminus of the City Pier in front of the proposed Water Taxi terminal, concession and restroom building. The sculpture will be placed in the center of courtyard and surrounded by a landscape bed. The total project budget for this is \$24,500. The proposed contract is for \$20,000.

Alignment with CRA Plan: The proposed activity was recommended by the CBD Task Force.

RECOMMENDED ACTION: Recommend the City Commission adopt a resolution authorizing execution of a Public Arts Contract with Douglas Hays in the amount of \$20,000 for the commission and installation of sculpture at the Riverfront Park.

DEPARTMENT HEAD	Submitted: Jonathan Griffith Requested Agenda: City Comm CRA	Date: 06-20-13 Date: 06-27-13
FINANCE DEPARTMENT	Budgeted <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>MM</i>	Date: <u>6/20/13</u>
CITY ATTORNEY	Approved as to Form and Correctness	Date: _____
CITY MANAGER	Approved Agenda Item For: <i>M</i>	Date: <u>6/21/13</u>

AGREEMENT FOR THE PROVISION OF PUBLIC ART

This agreement for the provision of public art (hereinafter "Agreement"), entered into on the dates indicated below, by and between Douglas Hays, P.O. Box 790, Paisley, Florida 32767 (hereinafter "Artist"), and the City of Palatka, Florida, 201 North Second Street, Palatka Florida 32177 (hereinafter the "City"),

WITNESSETH THAT:

WHEREAS, the provision of art in public places, whether in the form of freestanding pieces such as sculptures or memorials, architectural embellishments, or other forms incorporated into areas accessible to the public, is an essential component of any great city and makes that city more interesting and vibrant for its residents and visitors; and

WHEREAS, the Palatka Community Redevelopment Agency (hereinafter the "CRA") and the City desire to facilitate the provision of art in a public place within the boundary of the CRA area; and

WHEREAS, the CRA has selected the Artist to be commissioned to design, fabricate, create and install in a public place within the CRA an original and appropriate work of art, all as described in this Agreement; and

WHEREAS, the Artist is qualified and able to perform the services, and is willing to accept the commission as described in this Agreement; and

WHEREAS, the City desires to own and maintain such work of art as provided herein;

NOW, THEREFORE, in consideration of the mutual undertakings and covenants contained herein, the CRA, the Artist, and the City hereby agree as follows:

Part I. Term and Termination

- 1.01 This Agreement shall not become effective until signed by all parties.
- 1.02 This Agreement shall terminate upon the issuance of a written notice of acceptance by the City and transfer of ownership of the Artwork to the City pursuant to Part IV of this Agreement, unless earlier terminated as provided herein.
- 1.03 If the Artist fails to fulfill any of his or her obligations under this Agreement in a timely or proper manner, or if the Artist violates any of the covenants, agreements, or stipulations of this Agreement, the City thereupon shall have the right to terminate this Agreement by giving the Artist written notice of termination at least ten (10) days before the effective date of termination. The termination date and reasons for the termination shall be stated in the notice. In such event, all finished or unfinished drawings, specifications, models, portions of the Artwork, supplies, or other objects which have been prepared by the Artist under this Agreement shall at the option of the City become the City's property, and the Artist shall be entitled to receive just and equitable compensation from the City for any work completed under this Agreement to the satisfaction of the CRA and the City. The Artist shall be liable to the CRA and the City for damages sustained by virtue of any breach of this Agreement by the Artist. The CRA may withhold any payments to the Artist for the purposes of set-off until such time as the exact amount of damages due the CRA or the City from the Artist is determined. Damages shall include all amounts paid pursuant to the Agreement. In addition thereto, the City has the right to recover attorney's fees, costs and expenses.

Part II. Engagement of the Artist; Designation of the Artwork

- 2.01 Subject to the terms and conditions of this Agreement, the City engages the Artist, and the Artist agrees to be so engaged, to design, fabricate, create and install the Artwork (collectively, hereinafter "the Work") as described in "Exhibit A", attached hereto and incorporated herein by reference. The Artist, at his or her sole expense, shall provide all labor, materials, and supplies necessary to complete the Work.
- 2.02 The Artist shall perform the Work in a satisfactory and competent manner, consistent with the best standards in the Artist's field, and the Artwork shall be designed, fabricated and installed in a manner that is structurally sound. If the Artist employs or engages a person or firm to perform a part of the Work, the Artist shall ensure that each such person or firm shall agree to perform such part of the Work in a satisfactory and competent manner, consistent with the best standards in such person's or firm's field. Notwithstanding the Artist's employment of a person or firm to perform a part of the Work as permitted under this Agreement, the Artist shall remain responsible to the City for the faithful performance, when due, of the Work, and no delegation or subcontracting of a part of the Work shall relieve the Artist of his or her duties under this Agreement.
- 2.03 Throughout the process of the Work, the City and the Artist shall advise and cooperate with each other with respect to any alteration or revision of the Artwork, including but not limited to a variation in component materials, method of construction, size, and/or appearance, from that which is provided in Exhibit A, or any alteration or revision to the proposed installation site. The Artist acknowledges that if the Work is materially altered or revised from that which is provided in Exhibit A and the Artist has failed to advise or cooperate with the City as provided herein, the the City may terminate this Agreement without penalty.
- 2.04 The Work shall be performed in a sequential manner according to the schedule provided in Exhibit A, or as otherwise agreed to in writing signed by each of the parties.

Part III. Installation of the Artwork

- 3.01 The Artwork shall be installed and incorporated into a public site within the boundary of the CRA that has been agreed to and designated by the CRA and the City; such site is identified and described in Exhibit B, attached hereto and incorporated herein by reference. The Artist shall provide to the City a written description of the manner in which the Artwork shall be installed, including a statement of details addressing any preparatory work which must be performed to prepare the site prior to installation.
- 3.02 The City shall cooperate with the Artist in the preparation of the site prior to installation; however, it shall be the responsibility of the Artist to apply for, pay for, secure, and comply with the conditions and requirements of any permits that may be required by law for such installation.
- 3.03 The Artist and the City shall consult and agree to the date and time for delivery of the Artwork to the site. The Artist shall be responsible for and bear the costs of transportation and installation of the Artwork, including but not limited to costs of permits, labor, and materials.

Part IV. Final Acceptance; Title of the Artwork to Vest in the City

- 4.01 Upon the completion of the Work and installation of the Artwork to the Artist's satisfaction, the CRA and the City shall inspect the work and present the Artist with a detailed listing of any observed flaws. When the CRA and the City are satisfied with the Work, they shall provide written notice to the Artist of their final acceptance of the Work, which notice shall state that the Work has been completed and the Artwork has been installed as agreed to by the parties and to the satisfaction of the CRA and the City.
- 4.02 Upon final acceptance, title to the Artwork shall pass from the Artist to, and vest in, the City. The Artist hereby donates and transfers to the City the Artist's rights except those limited by this Agreement, title, and interest in and to the Artwork. Thereafter, the City shall retain all written documentation regarding the Artwork, and shall have, for maintenance and historical documentation purposes only, the right to a copy of all drawings, sketches and designs of the Artwork produced prior to final acceptance of the Work.
- 4.03 Upon final acceptance, the Artist shall be available for a public dedication of the Artwork; and, the City, in consultation with the CRA and the Artist, shall provide appropriate, on-site signage to identify the Artwork by the Artist's name, the year of fabrication, and other information deemed appropriate by the City.

Part V. Compensation

- 5.01 The CRA and the City shall pay to the Artist the sum of twenty thousand Dollars (\$20,000) for performance of the Work and for the Artwork as provided in this Part of the Agreement. This amount shall constitute full and complete compensation for the Artist's Work and Artwork; the Artist shall be solely responsible for all expenses necessary for the performance of this Agreement, including any cost overruns.
- 5.02 Payments shall be made to the Artist upon his or her submission of detailed statements of account to the City, according to the following schedule:
 - a. Upon execution of this Agreement, the CRA and the City shall pay the Artist an amount not to exceed five thousand Dollars (\$5,000);
 - b. Upon 50% completion of the fabrication of the Artwork and preliminary approval by the City, the City and CRA shall pay the Artist an amount not to exceed five thousand Dollars (\$5,000);
 - c. Upon 100% completion of the fabrication of the Artwork and preliminary approval by the City, the City and CRA shall pay the Artist an amount not to exceed five thousand Dollars (\$5,000); and,
 - d. Upon installation of the Artwork and final acceptance by the City, the City and CRA shall pay the Artist an amount not to exceed five thousand Dollars (\$5,000);
- 5.03 Such statements of account shall include a description of the part of the Work completed, appropriate documentation thereof, and the amount due. Each statement of account shall be signed by the Artist.

Part VI. Warranty; Indemnification; and, Release

6.01 The Artist represents and warrants to the City that:

- a. he or she is the sole creator of the Artwork, that the Artist has full power and authority to make this Agreement;
- b. the Artwork does not infringe upon any copyright or violate any property right or other rights; and,
- c. no lien or encumbrance exists against the Artwork and that following the transfer of title to the Artwork to the City, no individual or entity will have any right or interest in the Artwork that is prior or superior to the City's right and interest.

The Artist further represents and warrants that the Artwork, as fabricated and installed, will be structurally sound and free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Artwork, and shall be designed so as routinely not to require extensive or extraordinary maintenance or conservation measures. These warranties shall be in effect for a period of one (1) year after final acceptance of the Artwork under Part IV of this Agreement and transfer of ownership to the City.

6.02 The Artist agrees to defend, indemnify, and hold harmless the CRA and the City, and their respective officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against such parties for or on account of any matter arising from performance of the Work performed by the Artist pursuant to this Agreement.

6.03 Unless otherwise provided, the Artist acknowledges that until the ownership of the Artwork is transferred to the City pursuant to Section 4.02 of this Agreement, any injury to property or persons caused by the Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artwork are the sole responsibility of the Artist, including but not limited to any loss occurring during the creation, storage, transportation, delivery or installation of the Artwork, regardless of where such loss occurs.

Part VII. Copyright and Reproduction Rights

7.01 The Artist expressly reserves every right available to the Artist under the Federal Copyright Act and other applicable statutes to control the making or dissemination of copies or reproductions of the Artwork, except the rights which are limited by this Agreement.

7.02 The Artist certifies that the Artwork created pursuant to this Agreement is a unique work of art and has not been and will not be substantially duplicated by the Artist without the prior written permission of the City. Should the Artist decide to reproduce the Artwork in an edition or in any other way, the Artist shall first obtain the written permission of the City.

7.03 The CRA and the City each retain the right to publish and distribute photographs, drawings or other forms of reproductions of the Artwork as installed and formally accepted by the CRA and the City, for reference, promotional, educational and scholarly purposes.

7.04 The Artist agrees to include on or in any form of reproduction of the Artwork initiated or authorized by the Artist, a credit to the CRA and City, stating that the Artwork was commissioned by the CRA and owned by the City.

Part IX. Maintenance, Repair, and Restoration

- 8.01 If, within the time period specified in Section 6.01 of this Agreement, the Artwork exhibits any structural or cosmetic defect or flaw in violation of the Artist's warranty, the Artist shall repair the Artwork or replace any defective component of the Artwork at no cost to the City. All repairs or cures to defects shall be consistent with professional conservation standards.
- 8.02 Except as provided in Section 8.01, after the written notice of final acceptance has been issued and transfer of ownership has occurred, the City shall maintain and protect the Artwork as it reasonably determines, being responsible for the care, custody, maintenance and security of the Artwork. Any required maintenance of the Artwork shall be carried out by the City with the intention of protecting the value, integrity, and authenticity of the Artwork.
- 8.03 After the expiration of the warranty period, the City will make a reasonable effort to consult with and gain the approval of the Artist in all matters concerning repairs and restoration of the Artwork.

Part IX. Relocation or Removal of the Artwork

- 9.01 Upon final acceptance and transfer of title to the Artwork to the City, the City shall have the authority and sole discretion thereafter to remove, or remove and relocate, the Artwork from the original installation site.

Part X. Non-Destruction, Alteration, or Modification of the Artwork

- 10.01 To the extent required by applicable federal law or other applicable laws and regulations, the City shall not intentionally destroy or modify the Artwork in any way whatsoever during the Artist's lifetime without first making a reasonable effort to locate and inform the Artist, and to obtain the Artist's written permission, if possible; however, this section shall not apply to modifications caused by the passage of time, the inherent nature of the materials or the result of conservation, lighting or placement in connection with public presentation.
- 10.02 If any significant modification occurs to the Artwork after final acceptance by the City under Section 4.02 of this Agreement, whether such change is intentional, unintentional, or malicious, and if the Artist makes a written request to the City that the Artwork no longer be represented as the work of the Artist, then the Artwork shall no longer be so represented.

Part XI. General Provisions

- 11.01 Independent Contractor. The parties agree that the Artist is an independent contractor as that term is commonly used and is not an employee of the CRA or the City. As such, the Artist is solely responsible for all taxes and none shall be withheld from the sums paid to him or her. The Artist acknowledges that he or she is not insured in any manner by the CRA or the City for any loss of any kind whatsoever. The Artist has no authority, express or implied, to bind or obligate the CRA or the City in any way.
- 11.02 Notices. All notices, requests and other communications that a party is required or elects to deliver pursuant to this Agreement shall be in writing and shall be delivered personally or by facsimile or electronic mail (with confirmation), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party or parties at its or their address set forth below:

if to the Artist:

*Doug Hays
PO Box 790
Paisley, Florida 32767*

if to the City:

*City Manager
201 North Second Street
Palatka, Florida 32177*

- 11.03 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida, and by all applicable municipal ordinances or codes of the City and of Putnam County. Suit, if any, shall be brought in Putnam County, Florida.
- 11.04 Waiver. The delay or inaction of any party in the pursuit of such party's remedies as set forth in this Agreement, or available by law, shall not operate as a waiver of any of that party's rights or remedies.
- 11.05 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 11.06 Non-discrimination. The Artist, and any person or firm engaged by the Artist to perform any of the Work pursuant to this Agreement, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- 11.07 Conflict of Interest. The Artist certifies and warrants to the CRA and the City that neither he or she, nor any of his or her agents, representatives or employees who will participate in the performance of any part of the Work pursuant to this Agreement has or will have any conflict of interest, direct or indirect, with the CRA or the City.
- 11.08 Force Majeure. In the event that any party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other parties and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, any party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 11.09 Successors and Assigns. The parties bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Agreement; except as otherwise provided herein, Artist shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA or the City.

11.10 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the Artist, and the City with respect to the subject matter of this Agreement. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by the Artist or City that in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by all parties.

IN WITNESS WHEREOF, the Artist, and the City hereby enter into this Agreement as of the dates indicated below:

WITNESSES:

ARTIST:

Name:

By: Doug Hays, ARTIST

Name:

Date: _____

State of Florida
County of Putnam

I HEREBY CERTIFY that on this day Doug Hays personally appeared before me, and is to me personally known or who produced _____ as identification, and stated he is the person described in and who executed the foregoing document for the purposes stated therein.
SWORN TO and subscribed before me this ____ day of _____, 2013.

(Seal)

Notary Public, State of Florida at Large
My Commission Expires: _____

ATTEST:

THE CITY OF PALATKA, FLORIDA

CITY CLERK

By: Michael J. Czymbor, CITY MANAGER

State of Florida
County of Putnam

Date: _____

I HEREBY CERTIFY that on this day Michael J. Czymbor and Betsy J. Driggers, City Manager and City Clerk, respectively, for the City of Palatka, personally appeared before me, and are to me personally known, and stated they are the persons described in and who executed the foregoing document for the purposes stated therein.

SWORN TO and subscribed before me this ____ day of _____, 2013.

(Seal)

Notary Public, State of Florida at Large
My Commission Expires: _____

EXHIBIT A

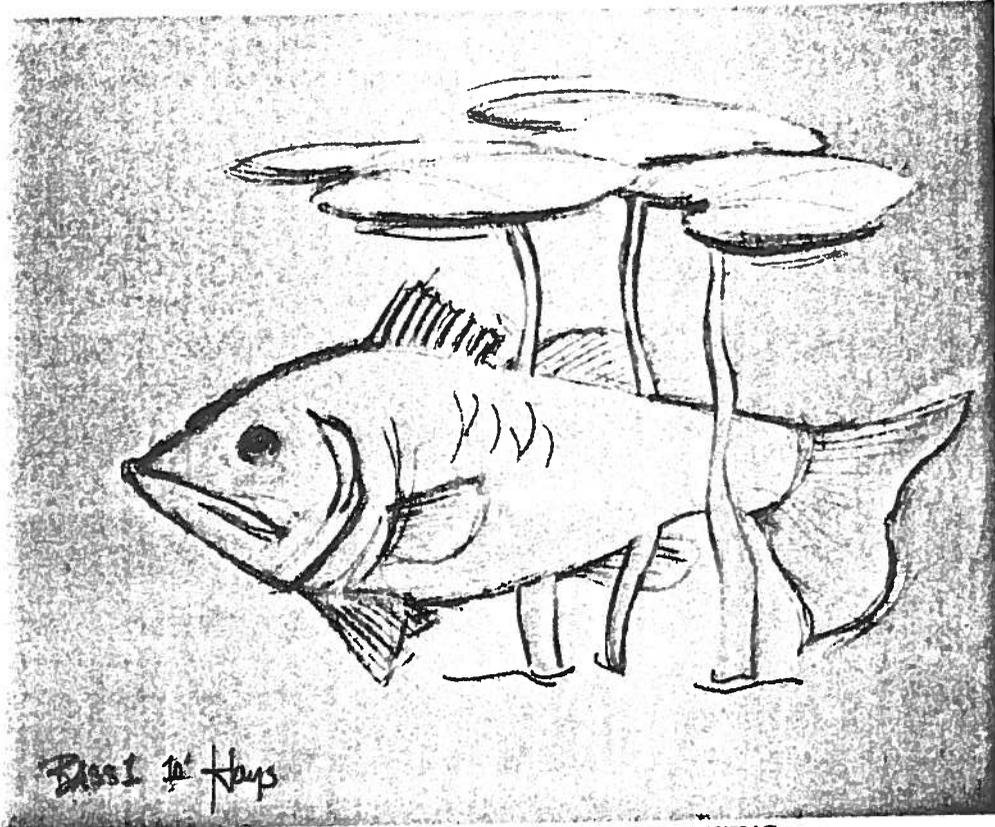


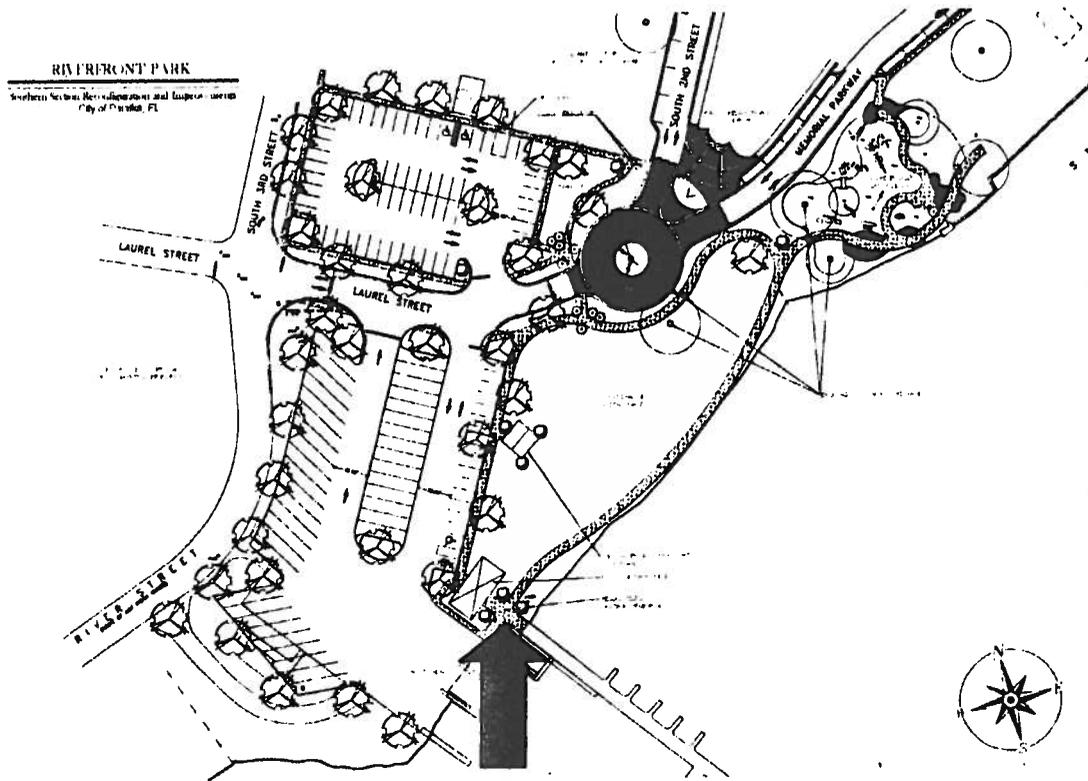
Figure 1 - SCULPTURE CONCEPT DRAWING



Figure 2 - MODEL/STUDY OF BASS HEAD

EXHIBIT B

Identification and Description of the Installation Site



The proposed installation site is the center point of the proposed seating and courtyard area between the existing City Pier and proposed restroom/concession building.

RESOLUTION NO. 2013-9-132

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA AUTHORIZING EXECUTION OF A PUBLIC ARTS CONTRACT WITH DOUGLAS HAYS IN THE AMOUNT OF \$20,000 FOR THE COMMISSION AND INSTALLATION OF SCULPTURE AT THE RIVERFRONT PARK.

WHEREAS, on October 11, 2012 the City of Palatka adopted Resolution 9-39 accepting a National Endowment for the Arts (NEA) Grant; and

WHEREAS, the National Endowment for the Arts have granted funds, in the amount of \$25,000 to support the integration of public art and design into Palatka's riverfront master plan; and

WHEREAS, on April 11, 2013 the City of Palatka authorized negotiations with the top ranked artist; and

WHEREAS, the City deems it reasonable and necessary to enter into an agreement with Douglas Hays for the development and installation of a Public Art piece.

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 an agreement with Douglas Hays in the amount of \$20,000 for the commission and installation of sculpture at the Riverfront Park.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 27th day of June, 2013.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

*Agenda
Item*

3b

*Agenda
Item*

3c



AGENDA ITEM

SUBJECT: A recommendation to amend the Central Business District Tax Increment Fund Budget for FY 2012-2013 to facilitate the Century Block Redevelopment Project

DEPARTMENT: City Hall

ATTACHMENTS: Ordinance Resolution Motion
 Support Documents Other

SUMMARY: On May 30, 2013 the City of Palatka accepted Riverfront Development Group as the most qualified respondent for the development of Areas 1 and 2, commonly known as the 100 block and authorized the city manager to negotiate a phased development agreement. During the initial negotiations it became apparent that some amount of clean-up, remediation and securing of the buildings would need to be done to get the buildings to a marketable state. Multiple openings in the roofs and walls of the buildings have resulted in water and pest intrusion. As a result, the interior condition of the buildings is not conducive to effectively marketing and pre-selling units.

At the beginning of this most recent Request for Proposals process, staff reiterated the point that the City must be an active participant in the redevelopment of the existing buildings and vacant land to realize its revitalization goals for the downtown riverfront. This includes finding ways to spur the redevelopment effort by donation of in-kind labor or funds to reduce the overall redevelopment cost. This proposal is to fund the cleanup and remediation of any hazardous material to get the buildings to a safe and marketable condition. See the attached breakdown of costs for material and professional services.

Also included in these costs are the surveying and replatting of the redevelopment areas to facilitate the sale of the property to the developer.

This is a reasonable and commonly accepted redevelopment practice used by other successful Redevelopment agencies and local governments.

RECOMMENDED ACTION: Approve and recommend the City Commission amend the CBD TIF budget for FY 2012-2013 to facilitate the Century Block Redevelopment Project.

DEPARTMENT HEAD	Submitted: Jonathan Griffith	Date: 6-19-13
	Requested Agenda: CRA	Date: 6-27-13
FINANCE DEPARTMENT	Budgeted <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Date: _____
CITY ATTORNEY	Approved as to Form and Correctness	Date: _____
CITY MANAGER	Approved Agenda Item For: 	Date: <u>6/27/13</u>

CRA 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\CRA Agenda Request NEA Grant Doug Hays Public Art Contract 6-27-13.doc

Riverfront Redevelopment Project

Description	Units	Amount	Cost	Total
Equipment	LS	1	\$4,000.00	\$4,000.00
Initial Material	LS	1	\$2,000.00	\$2,000.00
Professional services	LS	1	\$8,000.00	\$8,000.00
Roll-off dumpster and disposal fees	EA	7	\$404.00	\$2,828.00
PPE - Gloves	EA	30	\$4.00	\$120.00
PPE - Hard Hats	EA	15	\$7.00	\$105.00
PPE - Goggles	EA	30	\$20.00	\$600.00
PPE -Respirators	EA	30	\$30.00	\$900.00
PPE - Disposable clothing	EA	120	\$4.65	\$558.00
Sealable bags	LS	1	\$200.00	\$200.00
Permit fees	LS	1	\$190.00	\$190.00
Hazardous Material Investigation	LS	1	\$2,000.00	\$2,000.00
Material	LS	1	\$4,000.00	\$4,000.00
Surveying and replatting	LS	1	\$3,000.00	\$3,000.00
Asbestos abatement protocol	LS	1	\$2,605.00	\$2,605.00
				\$31,106.00 TOTAL

Century Block

RESOLUTION No. 2013-9-133

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AMENDING CENTRAL BUSINESS DISTRICT TAX INCREMENT
FUND BUDGET FOR FY 2012-2013 TO FACILITATE THE
CENTURY BLOCK REDEVELOPMENT PROJECT**

WHEREAS, on 6/27/13 the City of Palatka Community Redevelopment Agency amended the FY 2012-2013 budget; and

WHEREAS, the City of Palatka deems it reasonable and necessary to amend the FY 2012-2013 budget.

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

1. That the expenditures of the City of Palatka Community Redevelopment Agency for the Fiscal Year 2012-2013 Budget is amended as follows:

EXPENDITURES:		Last	Recommended	As
<i>Expenditure Number</i>	<i>Description</i>	Approved	Amendments	Amended
030-30-580-6-6322	RIVERFRONT REDEVELOPMENT PROJECT	\$ -	\$ 26,479	\$ 26,479
030-30-580-9-9901	CONTINGENCY/RESERVE-DOWNTOWN	\$ (3,465)	\$ (26,479)	\$ (29,944)
TOTAL EXPENDITURES AMENDED:		\$ (3,465)	\$ -	\$ (3,465)

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 27th day of June, 2013.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

*Agenda
Item*

5a



AGENDA ITEM

SUBJECT: Conlee Snyder Mural Committee Budget Request FY 2013-2014

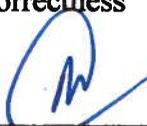
DEPARTMENT: City Hall

ATTACHMENTS: Ordinance Resolution Motion
 Support Documents Other

SUMMARY: See attached a request from the Conlee-Snyder Mural Committee requesting \$4,500 for the proposed "Harlem Nights in Palatka" mural on 726 St. Johns Avenue. This is being distributed for consideration in the FY 2013-2014 budget. The current proposed budget does not include this expenditure.

Alignment with CRA Plan: The proposed activity was recommended by the CBD Task Force.

RECOMMENDED ACTION: For distribution and future consideration at budget workshops.

DEPARTMENT HEAD	Submitted: Jonathan Griffith	Date: 6-19-13
	Requested Agenda: CRA Board	Date: 6-27-13
FINANCE DEPARTMENT	Budgeted <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Date: <u>6/20/13</u>
CITY ATTORNEY	Approved as to Form and Correctness	Date: _____
CITY MANAGER	Approved Agenda Item For: 	Date: <u>6/21/13</u>

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

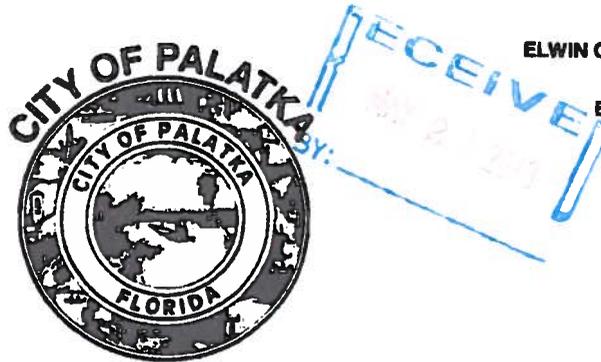
VERNON MYERS
MAYOR COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



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

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

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

REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

NOTE: Regular City Commission meetings are held on the 2nd and 4th Thursdays of the month at 6:00 p.m. If you wish to appear on the Palatka City Commission meeting agenda, you should submit this request form, together with any attachments or backup material that would help the Commission to better consider your request, to the City Clerk's office either in person, by mail (201 N. 2nd Street, Palatka 32177), fax (386-329-0106) or e-mail (bdriggers@palatka-fl.gov). Please note that without adequate supporting documentation or information, it is unlikely that the Commission will be in a position to take any action on your request.

Meeting agendas close at 10:00 a.m. on the Wednesday one week prior to the next regularly scheduled Thursday City Commission meeting. Please verify the closing date for agenda items with the Clerk's office, as meeting dates are subject to change. Staff will make every attempt to accommodate a request for a specific agenda date, but all requests will be handled on a case-by-case basis and may be assigned to a commission meeting to be held at a future date. *If your request can typically be handled by a City department or staff member, you will be referred to the appropriate department or staff member.*

Name of individual, organization and/or group making presentation or request:

Conlee - Snyder Mural Comm *John Alexander - Chairman*
Judy Rothchild - Co-Chairwoman

Address: P.O. Box 1901 - Palatka, Fla. e-mail _____

Daytime Phone 325-4266 Other ph. 328-9806 Fax _____

Requested meeting date: _____ Meeting date assigned: _____

(For Clerk's Office Use Only)

_____ Request for Commission Action; OR _____ Presentation Only; no action required

Subject Matter you wish to address: Request for \$4,500.00 from CRA for mural

"Harlem Nights in Palatka" size - 12' 5" x 54' 2" to be painted on

the west wall of "Angela's" 726 St. Johns ave.

Total cost \$8,900.00. The committee will take care of the
balance of \$4,400.00. (attach additional sheet if necessary)

Commission Action Requested, if any: _____

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

201 N. 2ND STREET • PALATKA, FLORIDA 32177

PHONE: (386) 329-0100

www.palatka-fl.gov

FAX: (386) 329-0106



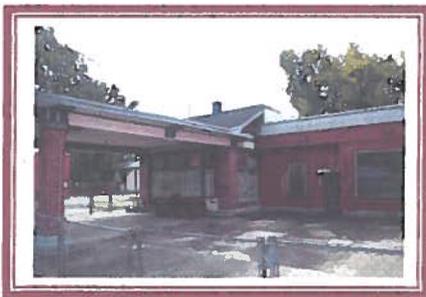
700 St. Johns Avenue

sustainable project design to enhance the visual experience. Landscaping and building features also provide shade for pedestrians, promoting walkability throughout the District. Street furnishings including benches, planters, street lights and way-finding signage provide interesting focal points, and areas for congregation within the District. These characteristics will provide a visual enhancement and tie for the entire District. Streetscape elements and way-finding signage will be further discussed and detailed in the following sections of this plan.

Recommendations

At the direction of the CBD Task Force, the following areas of interest have been identified and recommendations are to be included, but not be limited to, the following:

1. Landscaping and Planting Palette – (trees, shrubs, perennials and annuals).
2. Street Furnishings – (benches, light fixtures, trash receptacles, etc.).
3. Building Facades - (preservation and restoration).
4. Signage and Lighting.
5. Awnings.
6. Height and Width of Buildings.
7. Setbacks.
8. Roofs and Parapets.
9. Utility Areas and Mechanical Equipment Screening.
10. Fenestrations (windows and doors).
11. Materials and Detailing.
12. Incorporation of Civic Art/Murals.
13. Color Palette.



801 St. Johns Avenue