

**TERRILL L. HILL**  
MAYOR - COMMISSIONER

**MARY LAWSON BROWN**  
VICE MAYOR - COMMISSIONER

**RUFUS J. BOROM**  
COMMISSIONER

**JUSTIN R. CAMPBELL**  
COMMISSIONER

**JAMES NORWOOD, JR.**  
COMMISSIONER



CITY of *Palatka*  
FLORIDA

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

**TERRY K. SUGGS**  
CITY MANAGER

**BETSY JORDAN DRIGGERS**  
CITY CLERK

**MATTHEW D. REYNOLDS**  
FINANCE DIRECTOR

**JASON L. SHAW, SR.**  
CHIEF OF POLICE

**MICHAEL LAMBERT**  
CHIEF FIRE DEPT

**DONALD E. HOLMES**  
CITY ATTORNEY

**AGENDA**  
**CITY OF PALATKA**  
April 14, 2016

**CALL TO ORDER:**

- a. **Invocation** – The Reverend Ben Tippett, Senior Pastor; Victory Christian Fellowship
- b. **Pledge of Allegiance**
- c. **Roll Call**

**APPROVAL OF MINUTES – 03/24/16**

**1. PUBLIC RECOGNITION/PRESENTATIONS**

- a. **PROCLAMATION** – Call Before you Dig Month – April, 2016
- b. **PROCLAMATION** – Water Conservation Month – April, 2016 – St. Johns River Water Mgmt District
- c. **PROCLAMATION** – County Wide Clean-Up – May 21<sup>st</sup> – KPB and Palatka Pride

**2. PUBLIC COMMENTS – (limited to 3 minutes – no action will be taken on topics of discussion)**

**3. CONSENT AGENDA**

- \*a. **Adopt Resolution No. 2016-12-25** authorizing the execution of a St. Johns River Water Management District Fiscal Year 2016 Cost Share Grant for the Booker Park Regional Stormwater Pond Project
- \*b. **Adopt Resolution No. 2016-12-26** authorizing the execution of a St. Johns River Water Management District Fiscal Year 2016 Cost Share Grant for the Palatka Wastewater Facility Reclaimed Water Project
- \*c. **Adopt Resolution No. 2016-12-27** authorizing the Mayor and City Clerk to execute and attest a Construction Agreement with TB Landmark Construction Inc. for the replacement of a influent Structure located at the Moody Road and St. Johns Avenue Lift Station.
- \*d. **Adopt Resolution No. 2016-12-28** authorizing the execution of a Contract for Professional Services with Castle Bay Design Studio, LLC for playground design associated with FRDAP Project No. A16072 Grant Agreement for Riverfront Park Phase I
- \*e. **Adopt Resolution No. 2016-12-29** authorizing elimination of the Code Enforcement fines, liens and fees levied against 1506 Napoleon Street.
- \*f. **Appoint Edie M. Wilson to the Palatka Planning Board** for the remainder of a 3-year term to expire December 31, 2016 (sole applicant)
- \*g. **Grant permission to exceed allowable noise levels for Special Events Permit No. 16-28:** Arts Council Spring and Summer Concert Series; Saturday April 23, 2016; Saturday, May 14, 2016; Saturday, June 4, 2016; Friday, June 17, 2016; Monday, July 4, 2016 including permission to serve alcoholic beverages at the Riverfront Park from 3 pm until 10 pm July 4<sup>th</sup> only; July 30, 2016; and Saturday, August 13, 2016, All concerts except the 4th of July shall occur between 5:00 pm until 9:00 pm - Arts Council of Greater Palatka/Denise Aiken, Applicant.

- \* 4. **APPOINTMENT - Palatka Housing Authority Board - Three (3) year term to expire April 14, 2019 - two (2) Applicants**
  1. Marshal Fulgham (incumbent member since 4/2005)
  2. Darryll W. Futch (Applicant)

**AGENDA - CITY OF PALATKA**  
**April 14, 2016**  
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- \* 5. **PUBLIC HEARING & RESOLUTION - Annual Fire Assessment**
  - a. **PUBLIC HEARING** on non-ad valorem Fire Service Assessments for FY 16-17
  - b. **ANNUAL ASSESSMENT RESOLUTION** for Fire Service Assessments for FY 16-17 based on same rates and exempted property direction given by City Commission FY 15-16 - Adopt
- \* 6. **RESOLUTION** confirming Smith McCrary Architects, Inc. revised scope of work for the design and construction administration of the water taxi terminal building and riverfront park restrooms – Adopt
- \* 7. **DISCUSSION – Sunday Morning Alcohol Sales**
- 8. **CITY MANAGER & ADMINISTRATIVE REPORTS**
- 9. **COMMISSIONER COMMENTS**
- 10. **ADJOURN**

\*Attachment \*\*Separate Cover

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

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

**Upcoming Events:**

May 21 – County-wide Clean-Up  
May 27 – 30 – Blue Crab Festival  
May 30 – City offices closed to observe Memorial Day  
July 4 – City offices closed for 4<sup>th</sup> of July Holiday  
Aug. 18 – 20 – FLC Annual Conference – Hollywood FL  
Sept. 5 – City Offices closed to observe Labor Day

**Board Openings:**

Tree Committee – 1 vacancy (at large)  
Gas Authority Board – 1 Vacancy (at large)  
Code Enforcement Board – 1 vacancy (alternate)  
Board of Zoning Appeals – 1 vacancy (at-large)  
Planning Board – 1 Vacancy (at large)



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

- a. PROCLAMATION** - Call B/4 You Dig Month - April, 2016 - Brad Martin, N. Fla Sunshine 911
- b. PROCLAMATION** - Water Conservation Month - April, 2016 - SJRWMD
- c. PROCLAMATION** - County-Wide Clean Up - May 21st - KPB & Palatka Pride

**SUMMARY:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Call Before you Dig Month	Presentation
▫ Proclamation - Water Conservation Month	Presentation

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	4/7/2016 - 4:22 PM

# CITY OF PALATKA



## Proclamation

**WHEREAS**, each year in Florida, lives are endangered, money and time are wasted and property is destroyed because people fail to locate underground facilities before beginning excavation or demolition; and

**WHEREAS**, "Call Sunshine," a one-call center that notifies participating utility agencies of plans to engage in excavation or demolition, is a free service to professional contractors as well as homeowners digging in their yard; and

**WHEREAS**, the one-call center provides a toll-free number to reduce damages to underground utility facilities, thereby preventing injury to persons and damage to property as well as reducing the loss of utility service to the public and the loss of time and money to both contractors and utilities; and

**WHEREAS**, in addition to saving time and money, the one-call system helps excavators comply with the safety rules and regulations of the construction industry; and

**WHEREAS**, anyone planning any type of excavation or demolition should notify "Call Sunshine" and, if a line must be located, personnel will be sent to mark the location of the line at no cost to the inquiring party.

**NOW, THEREFORE, I**, Terrill L. Hill, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby proclaim the month of April, 2016 as

### **CALL BEFORE YOU DIG MONTH**

in the City of Palatka, and urge all citizens and contractors to use the "Call Sunshine" one-call center to locate underground facilities before beginning excavations or demolitions, in addition to all other appropriate safety precautions.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Palatka to be affixed this 14th day of April, in the Year of Our Lord Two Thousand Sixteen.

**Commissioners:**  
**Mary Lawson Brown**  
**Rufus Borom**  
**Justin Campbell**  
**James Norwood, Jr.**

**PALATKA CITY COMMISSION**

\_\_\_\_\_  
**By: Terrill L. Hill, MAYOR**



# CITY OF PALATKA



## Proclamation

**WHEREAS**, water is a basic and essential need of every living creature; clean and sustainable water resources are vital to Florida's environment, economy and quality of life. More than 90 percent of Florida's drinking water is supplied by underlying aquifers, and our quality of life and the economy depend upon a reliable, clean and available supply of water and a healthy environment; and

**WHEREAS**, the St. Johns River Water Management District (SJRWMD) is working with the state of Florida, other water management districts, local governments and water supply utilities to increase awareness about the importance of water conservation and to increase efforts to conserve water; and

**WHEREAS**, the City of Palatka has joined SJRWMD in encouraging and supporting water conservation through its water supply planning processes, coordination of educational programs and special events, cooperative funding programs, technical assistance and regulatory programs; and

**WHEREAS**, all water users including residential, commercial, industrial, agricultural, institutional, hospitality, private citizens and others can make positive contributions to reduce water use and protect Florida's water resources;

**WHEREAS**, the St. Johns River Water Management, City of Palatka and other local governments, utilities, businesses, agriculture, environmental organizations and other parties with an interest in water use are developing a comprehensive and long-term water conservation program to instill a lasting culture of conservation in our communities; and

**WHEREAS**, the Governor and Cabinet of the State of Florida are designating April as Florida's Water Conservation Month to encourage Floridians to conserve the state's precious water resources; and

**NOW, THEREFORE**, I, Terrill L. Hill, Mayor of the City of Palatka, together with the members of the Palatka City Commission hereby proclaim the month of April 2016 as

### WATER CONSERVATION MONTH

In the City of Palatka, and I call upon each resident, visitor and business to protect our precious resource by practicing water conservation measures and becoming more aware of the need to conserve water.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 24th day of March, in the Year of Our Lord Two Thousand Sixteen.

Commissioners:  
Mary Lawson Brown  
Rufus Borom  
Justin Campbell  
James Norwood, Jr.

PALATKA CITY COMMISSION

\_\_\_\_\_  
By: Terrill L. Hill, MAYOR



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**Adopt Resolution No. 2016-12-25** authorizing the execution of a St. Johns River Water Management District Fiscal Year 2016 Cost Share Grant Agreement #28603 for the Booker Park regional storm water pond project

### **SUMMARY:**

The City has been awarded a FY 2016 SJRWMD Cost Share Grant for the construction of a regional storm water treatment pond. As you are aware the City has plans to improve upon and expand the recreation area at Booker Park. The facility is located adjacent to a St. Johns River wetland and multiple existing outfalls that drain approximately a 100+ acre developed area. It is typical for no treatment to be provided on developed sites within the area.

The pond and/or bio retention system is to be integrated into the overall design of Park to be a physical attribute. This project has a scope overlap with the recently submitted Florida Recreation Acquisition and Development Program (FRDAP) grant. It is expected that a treatment pond will be necessary for the Booker Park expansion envisioned in the FRDAP grant. The project would divert the currently untreated water into Booker Park treatment system. The system would be designed to be expandable so the City and SJRWMD could increase the volume if and when development in the 100+ acre watershed deemed it necessary. The City and district could then implement a storm water credit system to facilitate development within this area. Thereby, reducing the amount of area needed on private land for storm water retention and making infill development and redevelopment easier.

The cost share for this project is \$440,000 SJRWMD with the City funding the remaining amount necessary to design and construct the facility (estimated at \$125,000).

### **RECOMMENDED ACTION:**

**Adopt a resolution authorizing the execution of a St. Johns River Water Management District Fiscal Year 2016 Cost Share Grant for the Booker Park regional storm water pond project**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▢ Draft Resolution	Resolution
▢ SJRWMD 28603 Agreement	Backup Material

**REVIEWERS:**

**Department**

Grants & Projects

**Reviewer**

Driggers, Betsy

**Action**

Approved

**Date**

4/7/2016 - 1:22 PM

**RESOLUTION NO. 2016**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A ST. JOHNS RIVER WATER MANAGEMENT DISTRICT FISCAL YEAR 2016 COST SHARE AGREEMENT FOR THE BOOKER PARK REGIONAL STORMWATER POND PROJECT**

**WHEREAS**, the City of Palatka submitted an application for funding to the St. Johns River Water Management District (SJRWMD) for Fiscal Year 2016 cost share projects for the construction of the Booker Park Regional Stormwater Pond Project (the Project) to improve its storm water system in and around the Booker Park area by developing a regional storm water pond to treat the surrounding area; and

**WHEREAS**, the SJRWMD has proposed Cost Share Agreement #28603 in the amount of \$440,000 for the Project; and

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

**NOW THEREFORE**, be it resolved as follows:

1. That the Palatka City Commission confirms and approves the SJRWMD Contract #28603 for the Booker Park Regional Stormwater Pond (the PROJECT); and
2. That the revenues of the City of Palatka Better Place Plan Budget for the Fiscal Year 2015-2016 are amended as follows:

<b>REVENUES:</b>		<b>Last</b>	<b>Recommended</b>	<b>As</b>
<i>Revenue Number</i>	<i>Description</i>	<b>Approved</b>	<b>Amendments</b>	<b>Amended</b>
	BOOKER PARK SJRWMD GRANT	\$ 0	\$ 440,000	\$ 440,000
<b>TOTAL REVENUES AMENDED:</b>		<b>\$</b>	<b>\$ 440,000</b>	<b>\$</b>

3. That the expenditures of the City of Palatka Better Place Plan Budget for the Fiscal Year 2015-2016 are amended as follows:

<b>EXPENDITURES:</b>		<b>Last</b>	<b>Recommended</b>	<b>As</b>
<i>Expenditure Number</i>	<i>Description</i>	<b>Approved</b>	<b>Amendments</b>	<b>Amended</b>
	BOOKER PARK SJRWMD GRANT	\$ 0	\$ 565,000	\$ 565,000
<b>TOTAL EXPENDITURES AMENDED:</b>		<b>\$</b>	<b>\$ 565,000</b>	<b>\$</b>

4. That the Mayor and City Clerk are hereby authorized to execute and attest the SJRWMD Cost Share Agreement #28603.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 14<sup>th</sup> day of April, 2016.

**CITY OF PALATKA**

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

**ATTEST:**

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

**COST-SHARE AGREEMENT  
BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND CITY OF PALATKA**

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF PALATKA ("Recipient"), 201 North Second Street, Palatka, Florida 32177. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

**RECITALS**

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District's Rural Economic Development Initiative (REDI) Community and Innovative cost-share funding program for Fiscal Year 2015-2016 (FY16) is designed to fund the construction of projects or innovative pilot projects that benefit the District core missions. Its goals may contribute to: 1) reduction in water demand through indoor and outdoor conservation measures; 2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; 3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and 4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus. Furthermore, projects for REDI communities may maintain and enhance existing water supply and wastewater systems.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its February 2016 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

Palatka Booker Park Regional Stormwater Facility Project

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A - Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. **TERM; WITHDRAWAL OF OFFER.**

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2017 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before July 1, 2017. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates forty-five (45) days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the forty-five (45) days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (c) If the construction, which is eligible for District reimbursement, does not begin before December 30, 2016, the cost-share agreement will be subject to termination and the funds subject to reallocation.

2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT OF FUNDING.**

- (a) For satisfactory completion of the Project, the District shall pay Recipient approximately eighty-nine percent (89%) of the total construction cost of the Project, but in no event shall the District cost-share exceed \$440,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing

upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

- (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, and permitting costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.
- (c) Cost-share funding shall not be provided for expenses incurred after the Completion Date.

## 5. PAYMENT OF INVOICES.

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to [acctpay@sjrwm.com](mailto:acctpay@sjrwm.com). The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for approximately eighty-nine percent (89%) of approved cost or the not-to-exceed sum of \$440,000, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than forty-five (45) days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than thirty (30) days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent (10%) of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**

- (d) All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form; (4) Recipient's invoice number and date of invoice; (5) District Project Manager; (6) Recipient's Project Manager; (7) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (8) Progress Report (if required); (9) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.
  - (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
  - (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
  - (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT.**

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) e-mail. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT

Nitesh Tripathi, Ph.D., Project Manager  
 St. Johns River Water Management District  
 4049 Reid Street  
 Palatka, Florida 32177  
 386-312-2359  
 E-mail: ntripath@sjrwmd.com

RECIPIENT

Jonathan Griffith, Project Manager  
 City of Palatka  
 201 North Second Street  
 Palatka, Florida 32177  
 386-329-0100  
 E-mail: jcgriffith@palatka-fl.gov

(b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor changes in the Project that the parties agree are not inconsistent with the purpose of the Project, do not affect the District cost-share, Completion Date, or otherwise significantly modify the terms of the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING.**

(a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's

Budget Coordinator within thirty (30) days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).

- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **FAILURE TO COMPLETE PROJECT.**

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within thirty (30) days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within ninety (90) days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 10(a) and 10(b) shall survive the termination or expiration of this Agreement.

11. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The District may also terminate this Agreement upon ten (10) days written notice in the event of any material misrepresentations in the Project Proposal.

**ADDITIONAL PROVISIONS (Alphabetical)**

12. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

13. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.**

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than one hundred percent (100%) contributions through cumulative public agency cost-share funding.

14. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
16. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
17. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County; (2)

each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

18. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
19. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in section 112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
20. **NON-LOBBYING.** Pursuant to section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
21. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
22. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
23. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
24. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for

infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

**IN WITNESS WHEREOF**, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

CITY OF PALATKA

By: \_\_\_\_\_  
Ann B. Shortelle, Ph.D., Executive Director  
(or designee)

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

\_\_\_\_\_  
Typed Name and Title

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

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

ONLY AS TO FORM AND LEGALITY

Attest: \_\_\_\_\_

\_\_\_\_\_  
William Abrams, Sr. Assistant General Counsel

\_\_\_\_\_  
Typed Name and Title

**ATTACHMENTS**

- Attachment A - Statement of Work
- Attachment B - Project Progress Report Form
- Attachment C - District Supplemental Instructions Form

2015-16 District REDI/Innovative  
Last updated: 3-10-16

**ATTACHMENT A - STATEMENT OF WORK  
CITY OF PALATKA  
PALATKA BOOKER PARK REGIONAL STORMWATER FACILITY**

**I. INTRODUCTION/BACKGROUND**

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2015-2016 to develop and implement resource and water supply development projects and promote conservation. On February 9, 2016, the District's Governing Board approved funding for Rural Economic Development Initiative (REDI) communities and Innovative projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Palatka (Recipient) requested funding for their Palatka Booker Park Regional Stormwater Pond project for the not to exceed amount of \$400,000, towards the estimated construction cost of \$496,000. This request was approved by the Governing Board. The Recipient is located in Putnam County.

The Governing Board approved \$500,000 in total funding for two City of Palatka projects on February 9, 2016. Subsequent to Board approval, the Recipient requested that funding for the Booker Park Regional Stormwater Facility project be increased by \$40,000, and funding for the second project (Palatka Wastewater Facility Reclaimed Water project) be reduced by \$40,000. The funding appropriated by the Governing Board for these two projects remained at \$500,000.

The revised not-to-exceed amount for the Palatka Booker Park Regional Stormwater Pond project (Project) is \$440,000 towards the estimated construction cost of \$496,000.

**II. OBJECTIVES**

The objective of this contract is to provide cost share dollars that will enable the Recipient to provide maximum treatment for stormwater runoff from 200 acres of property where development preceded stormwater regulation and there is little to no stormwater treatment. River water quality will be improved by redirecting a number of discharges of storm water to the St. Johns River to a new treatment facility before discharging to the St. Johns River.

The objectives of the project are to protect the natural wetland system tributary to the St. Johns River, improve the water quality of the impaired St. Johns River, and conserve the higher quality Floridan aquifer groundwater. This will be accomplished by creating an alternative lower quality water source by harvesting storm water that will replace the current potable water source to irrigate the adjacent Booker Park.

**III. SCOPE OF WORK**

The Recipient plans to construct a regional stormwater pond at North Tenth Street and Ocean Street to treat storm water collected and transmitted from the Booker Park and Tenth Street area stormwater outfalls and to construct an irrigation pump system to harvest storm water for irrigating Booker Park.

The overall project is to treat storm water from approximately 200 acres of residential/commercial area that currently discharges untreated storm water directly into the St. Johns River. The Project is located

within the Recipient’s limits, the drainage basin area is located in the North-Central section of the Palatka bounded by US17/SR15 on the south to the St. Johns River on the North and East and the railroad spur to the West. The stormwater retention/detention area is located at 701 North Tenth Street adjacent to Booker Park.

**IV. PROJECT ADMINISTRATION AND DELIVERABLES**

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District’s Project Manager:

- A copy of Recipient’s executed construction contract documents;
- A copy of any subsequent change orders to the contract;
- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District’s Project Manager prior to payment authorization;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project construction photos; quarterly reports shall also be emailed to the District’s Budget Coordinator at [mlicourt@sjrwmd.com](mailto:mlicourt@sjrwmd.com);
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the tasks in the Task Identification section below are completed.

**V. TASK IDENTIFICATION AND TIME FRAMES**

The expiration date of this cost share agreement is September 30, 2017. The projected schedule is as follows:

	<b>Task Description</b>	<b>Anticipated Start Date</b>	<b>Anticipated Completion Date</b>
Task 1	Construction of Stormwater Pond	Dec. 1, 2016	May 31, 2017

**VI. BUDGET/COST SCHEDULE**

For satisfactory completion of the Project, the District shall pay Recipient approximately eighty-nine percent (89%) of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$440,000. All expenditures shall occur during the District's FY 2016-2017.

Recipient shall invoice the District monthly with appropriate documentation. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information.

Recipient shall submit quarterly progress reports to the District's Project Manager within 30 days of the end of quarter for work accomplished during each quarter. The Recipient shall submit a final project report within 30 days of Final Completion and acceptance by City of Palatka detailing the Project's accomplishments and any issues resolved during the course of the work.

**Estimated Cost Schedule for Reimbursement**

FY 16-17 (10/1/2016 – 9/30/2017)

	<b>Description</b>	<b>Estimated Task Amount</b>	<b>Estimated Reimbursement Amount</b>
Task 1	Construction of Stormwater Pond	\$496,000	\$440, 000
<b>TOTAL FY 16-17:</b>		<b>\$496,000</b>	<b>\$440, 000</b>

**ATTACHMENT B**

**St. Johns River Water Management District  
Project Progress Report**

Date: \_\_\_\_\_  
month/day/year

Report Number: \_\_\_\_\_

**Contract/Project Identification**

<b>Project Name:</b>	Palatka Booker Park Regional Stormwater Facility Project		
<b>Recipient:</b>	City of Palatka		
<b>SJRWMD Contract Number:</b>	28603	<b>SJRWMD Project Manager:</b>	Nitesh Tripathi, Ph.D.
		<b>Recipient's Project Manager:</b>	Jonathan Griffith

**Construction Schedule**

<b>Start Date (mm/dd/yy):</b>	
<b>Completion (mm/dd/yy):</b>	

**Reporting Period**

<b>Beginning Date (mm/dd/yy):</b>	
<b>Ending Date (mm/dd/yy):</b>	

**Budget**

<b>Total Budget:</b>	\$	
<b>Expended To-date:</b>	\$	
<b>Expended This Period:</b>	\$	
<b>Percent Budget Expended:</b>		%

**Duration**

<b>Planned Duration:</b>		Weeks
<b>Duration To-date:</b>		Weeks
<b>Duration This Period:</b>		Weeks
<b>Percent Duration Expended:</b>		%

**Anticipated Future Payment Requests:**

<b>3 Months</b>	<b>6 Months</b>	<b>9 Months</b>	<b>12 Months</b>

**Design/Permitting Status**

--

**Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 60 days:**

Task Number	Tasks/Milestones/Deliverables	Start Date	Finish Date	Percent Complete	Projected Finish Date

**Problems, Issues, Solutions, Anticipated deviations from schedule:**


Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

**ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)**  
DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: \_\_\_\_\_, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. CONTRACTOR’S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS:

**Contractor’s approval: (choose one of the items below):**

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, District Project Manager

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, District Contracts Administrator

cc: Contract/Purchasing file  
Financial Management



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Adopt Resolution No. 2016-12-26** authorizing the execution of a St. Johns River Water Management District Fiscal Year 2016 Cost Share Grant Agreement #28607 for the Palatka Wastewater Facility Reclaimed Water Project

**SUMMARY:**

The City has been awarded a FY 2016 SJRWMD Cost Share Grant for the purchase and installation of a generator. This project would enable the City to monitor plant discharge parameters as well as operate the necessary equipment to transfer reclaimed water to the staging pond instead of discharging into the St. Johns River. The plant does not currently have this capability. The goal is to keep improperly treated wastewater from discharging into the St. Johns River.

The cost share for this project is \$60,000 SJRWMD and \$40,000 City.

**RECOMMENDED ACTION:**

**Adopt a resolution authorizing the execution of a St. Johns River Water Management District Fiscal Year 2016 Cost Share Grant for the Palatka Wastewater Facility Reclaimed Water Project**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Draft Resolution	Resolution
▫ SJRWMD Wastewater Generator Agreement 28607	Cover Memo

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Public Works	Driggers, Betsy	Approved	4/7/2016 - 1:24 PM

**RESOLUTION NO. 2016**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A ST. JOHNS RIVER WATER MANAGEMENT DISTRICT FISCAL YEAR 2016 COST SHARE AGREEMENT FOR THE PALATKA WASTEWATER FACILITY RECLAIMED WATER PROJECT**

**WHEREAS**, the City of Palatka submitted an application for funding to the St. Johns River Water Management District (SJRWMD) for Fiscal Year 2016 cost share projects for the purchase and installation of a standby generator at the Waste Water Treatment Facility (WWTP) to ensure constant monitoring of plant discharge parameters and to maintain pumping capability of reclaimed water during power outages (the Project); and

**WHEREAS**, the SJRWMD has proposed Cost Share Agreement #28607 in the amount of \$100,000 for the Project; and

**WHEREAS**, the SJRWMD shall fund 60% not to exceed \$60,000 and the City shall fund 40% of the Project; and

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

**NOW THEREFORE**, be it resolved as follows:

1. That the Palatka City Commission confirms and approves the SJRWMD Contract #28607 for the Palatka Waste Water Facility Reclaimed Project(the PROJECT); and
2. That the Mayor and City Clerk are hereby authorized to execute and attest the SJRWMD Cost Share Grant Agreement #28607.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 14<sup>th</sup> day of April, 2016.

**CITY OF PALATKA**

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

**ATTEST:**

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

**COST-SHARE AGREEMENT  
BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND CITY OF PALATKA**

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF PALATKA ("Recipient"), 201 North Second Street, Palatka, Florida 32177. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

**RECITALS**

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District's Rural Economic Development Initiative (REDI) Community and Innovative cost-share funding program for Fiscal Year 2015-2016 (FY16) is designed to fund the construction of projects or innovative pilot projects that benefit the District core missions. Its goals may contribute to: 1) reduction in water demand through indoor and outdoor conservation measures; 2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; 3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and 4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus. Furthermore, projects for REDI communities may maintain and enhance existing water supply and wastewater systems.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its February 2016 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

Palatka Wastewater Facility Reclaimed Water Project

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A - Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. **TERM; WITHDRAWAL OF OFFER.**

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until June 30, 2017 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before April 1, 2017. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates forty-five (45) days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the forty-five (45) days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (c) If the construction, which is eligible for District reimbursement, does not begin before October 30, 2016, the cost-share agreement will be subject to termination and the funds subject to reallocation.

2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT OF FUNDING.**

- (a) For satisfactory completion of the Project, the District shall pay Recipient approximately sixty percent (60%) of the total construction cost of the Project, but in no event shall the District cost-share exceed \$60,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing

upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

- (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, and permitting costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.
- (c) Cost-share funding shall not be provided for expenses incurred after the Completion Date.

## 5. PAYMENT OF INVOICES.

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for approximately sixty percent (60%) of approved cost or the not-to-exceed sum of \$60,000, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than forty-five (45) days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than thirty (30) days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent (10%) of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**

- (d) All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form; (4) Recipient's invoice number and date of invoice; (5) District Project Manager; (6) Recipient's Project Manager; (7) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (8) Progress Report (if required); (9) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.
  - (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
  - (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
  - (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT.**

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) e-mail. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT

Nitesh Tripathi, Ph.D., Project Manager  
 St. Johns River Water Management District  
 4049 Reid Street  
 Palatka, Florida 32177  
 386-312-2359  
 E-mail: ntripath@sjrwmd.com

RECIPIENT

Brian McCann, Project Manager  
 City of Palatka  
 3010 Browns Landing Road  
 Palatka, Florida 32177  
 386-329-0146  
 E-mail: bmccann@palatka-fl.gov

(b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor changes in the Project that the parties agree are not inconsistent with the purpose of the Project, do not affect the District cost-share, Completion Date, or otherwise significantly modify the terms of the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING.**

(a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's

Budget Coordinator within thirty (30) days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).

- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **FAILURE TO COMPLETE PROJECT.**

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within thirty (30) days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within ninety (90) days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 10(a) and 10(b) shall survive the termination or expiration of this Agreement.

- 11. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The District may also terminate this Agreement upon ten (10) days written notice in the event of any material misrepresentations in the Project Proposal.

**ADDITIONAL PROVISIONS (Alphabetical)**

- 12. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

**13. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.**

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than one hundred percent (100%) contributions through cumulative public agency cost-share funding.

14. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
16. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
17. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County; (2)

each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

18. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
19. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in section 112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
20. **NON-LOBBYING.** Pursuant to section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
21. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
22. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
23. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
24. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for

infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

**IN WITNESS WHEREOF**, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

CITY OF PALATKA

By: \_\_\_\_\_  
Ann B. Shortelle, Ph.D., Executive Director  
(or designee)

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

\_\_\_\_\_  
Typed Name and Title

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

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

ONLY AS TO FORM AND LEGALITY

Attest: \_\_\_\_\_

\_\_\_\_\_  
William Abrams, Sr. Assistant General Counsel

\_\_\_\_\_  
Typed Name and Title

**ATTACHMENTS**

- Attachment A - Statement of Work
- Attachment B - Project Progress Report Form
- Attachment C - District Supplemental Instructions Form

2015-16 District REDI/Innovative  
Last updated: 3-10-16

**ATTACHMENT A - STATEMENT OF WORK  
CITY OF PALATKA - PALATKA WASTEWATER FACILITY RECLAIMED WATER PROJECT**

**I. INTRODUCTION/BACKGROUND**

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2015-2016 to develop and implement resource and water supply development projects and promote conservation. On February 9, 2016, the District's Governing Board approved funding for Rural Economic Development Initiative (REDI) communities and Innovative projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Palatka (Recipient) requested funding for their Palatka Wastewater Facility Reclaimed Water Project for the not to exceed amount of \$100,000, towards the estimated construction cost of \$100,000. This request was approved by the Governing Board. The Recipient is located in Putnam County.

The Governing Board approved \$500,000 in total funding for two City of Palatka projects on February 9, 2016. Subsequent to Board approval, the Recipient requested that funding for the Palatka Wastewater Facility Reclaimed Water project be decreased by \$40,000, and funding for the second project (Booker Park Regional Stormwater Facility project) be increased by \$40,000. The funding appropriated by the Governing Board for these two projects remained at \$500,000.

The revised not-to-exceed amount for the Palatka Wastewater Facility Reclaimed Water project (Project) is \$60,000 towards the estimated construction cost of \$100,000.

**II. OBJECTIVES**

The objective of this contract is to provide cost share dollars that will enable the Recipient to maintain water quality, natural systems and public health by having a secondary power supply on standby to power necessary equipment of the Wastewater Treatment Plant (WWTP) (such as effluent filters, transfer pumps, pH, turbidity and chlorine monitoring equipment) associated with reclaimed water production and distribution during abnormal weather events, or in circumstances that results in a loss of electrical supply to the WWTP.

**III. SCOPE OF WORK**

The Recipient plans to install a new compressed natural gas standby generator to operate necessary equipment for the WWTP in the event of a power loss at the wastewater facility. The project is located at 3010 Browns Landing Road within Recipient's city limits.

**IV. PROJECT ADMINISTRATION AND DELIVERABLES**

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;

- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District’s Project Manager:

- A copy of Recipient’s executed construction contract documents;
- A copy of any subsequent change orders to the contract;
- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District’s Project Manager prior to payment authorization;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project construction photos; quarterly reports shall also be emailed to the District’s Budget Coordinator at [mlicourt@sjrwm.com](mailto:mlicourt@sjrwm.com);
- Certification of Completion by the permitting agency

The Recipient shall ensure the tasks in the Task Identification section below are completed.

**V. TASK IDENTIFICATION AND TIME FRAMES**

The expiration date of this cost share agreement is June 30, 2017. The projected schedule is as follows:

	<b>Task Description</b>	<b>Anticipated Start Date</b>	<b>Anticipated Completion Date</b>
Task 1	Purchase and Install a Generator	October 1, 2016	March 31, 2017

**VI. BUDGET/COST SCHEDULE**

For satisfactory completion of the Project, the District shall pay Recipient approximately sixty percent (60%) of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$60,000. All expenditures shall occur during the District’s FY 2016-2017.

Recipient shall invoice the District quarterly with appropriate documentation. Invoices shall include a copy of the contractor’s invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District’s cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information.

Recipient shall submit quarterly progress reports to the District’s Project Manager within 30 days of the end of quarter for work accomplished during each quarter. The Recipient shall submit a final project report

within 30 days of Final Completion and acceptance by City of Palatka detailing the Project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement.

FY 16-17 (10/1/2016 – 9/30/2017)

	<b>Description</b>	<b>Estimated Task Amount</b>	<b>Estimated Reimbursement Amount</b>
Task 1	Purchase and Install a Generator	\$100,000	\$60,000
<b>TOTAL FY 17</b>		\$100,000	\$60,000

St. Johns River Water Management District  
Project Progress Report

Date: \_\_\_\_\_  
month/day/year

Report Number: \_\_\_\_\_

**Contract/Project Identification**

<b>Project Name:</b>	Palatka Wastewater Facility Reclaimed Water Project		
<b>Recipient:</b>	City of Palatka		
<b>SJRWMD Contract Number:</b>	28607	<b>SJRWMD Project Manager:</b>	Nitesh Tripathi, Ph.D.
		<b>Recipient's Project Manager:</b>	Brian McCann

**Construction Schedule**

<b>Start Date (mm/dd/yy):</b>	
<b>Completion (mm/dd/yy):</b>	

**Reporting Period**

<b>Beginning Date (mm/dd/yy):</b>	
<b>Ending Date (mm/dd/yy):</b>	

**Budget**

<b>Total Budget:</b>	\$	
<b>Expended To-date:</b>	\$	
<b>Expended This Period:</b>	\$	
<b>Percent Budget Expended:</b>		%

**Duration**

<b>Planned Duration:</b>		Weeks
<b>Duration To-date:</b>		Weeks
<b>Duration This Period:</b>		Weeks
<b>Percent Duration Expended:</b>		%

**Anticipated Future Payment Requests:**

<b>3 Months</b>	<b>6 Months</b>	<b>9 Months</b>	<b>12 Months</b>

**Design/Permitting Status**

--

**Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 60 days:**

Task Number	Tasks/Milestones/Deliverables	Start Date	Finish Date	Percent Complete	Projected Finish Date

**Problems, Issues, Solutions, Anticipated deviations from schedule:**


Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

**ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)**  
DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: \_\_\_\_\_, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. CONTRACTOR’S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS:

**Contractor’s approval: (choose one of the items below):**

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, District Project Manager

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, District Contracts Administrator

cc: Contract/Purchasing file  
Financial Management



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**Adopt Resolution No. 2016-12-27** authorizing the Mayor and City Clerk to execute and attest a Construction Agreement with TB Landmark Construction Inc. for the replacement of a influent Structure located at the Moody Road and St. Johns Avenue Lift Station.

### **SUMMARY:**

The Moody Road Pump Station Influent Structure has deteriorated to a point where it warrants replacement. The cause of the deterioration is unknown, but the City's engineer has suggested that the City install a new manhole with a protective liner. The pump station facility and structure was originally constructed and placed in service during the mid to late 1980's. I have attached a copy of the original plans that shows the structure location and details. The structure is a pre-cast box that receives wastewater flow prior to entering the divided wet well.

An FDEP permit would not be required since this is a maintenance replacement situation and this has been confirmed in writing with FDEP staff.

Staff and Ayres and Associated reached out to three (3) qualified contractors for quotes. All three companies responded and TB Landmark was the lowest most responsive quote. An alternate cost of \$12,700 is shown in case the influent pipes can not be reused. In addition, staff is requesting that \$2,500 be set aside for signed and sealed as-built plans. Staff shall not act on the \$12,700 unless it is needed. Staff and the contractor believe the existing pipes can be reused. Staff does not plan to act on the \$2,500 for signed and sealed as-builts unless issues are encountered in the field that cause the new box to be installed in a manner different from the current plans. This is highly unlikely.

The not to exceed cost for the project is \$77,634.70. Staff is optimistic that the project will only cost the City \$62,434.70.

### **RECOMMENDED ACTION:**

**Adopt the resolution authorizing the Mayor and City Clerk to execute and attest a Construction Agreement with TB Landmark Construction Inc. for the replacement of a influent Structure located at the Moody Road and St. Johns Avenue Lift Station.**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▢ Resolution	Resolution
▢ Cost Summary and Pictures	Backup Material

- Existing Plans
- Certificate of Insurance

Backup Material  
Backup Material

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Public Works	Driggers, Betsy	Approved	4/7/2016 - 1:19 PM

**RESOLUTION No. 2016-12-**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE  
AND ATTEST A CONSTRUCTION AGREEMENT WITH TB  
LANDMARK CONSTRUCTION INC. FOR THE REPLACEMENT  
OF AN INFLUENT STRUCTURE LOCATED AT THE MOODY  
ROAD AND ST. JOHNS AVENUE LIFT STATION.**

**WHEREAS**, the influent structure at the Moody Road and St. Johns Avenue lift station has deteriorated; and

**WHEREAS**, the City desires to replace the existing manhole with a lined manhole (the **Project**); and

**WHEREAS**, Ayres & Associates and City staff have developed a scope of work and solicited proposals from three qualified contractors for the **Project**; and

**WHEREAS**, under the City's procurement policy, construction that costs more than \$200,000 must be competitively bid; and

**WHEREAS**, the Project cost is under \$200,000

**WHEREAS**, City staff solicited quotes from three (3) firms with the qualifications and requisite experience to complete the **Project**; and

**WHEREAS**, TB Landmark Construction, Inc. has proposed to complete the project for an amount not to exceed \$77,634.70; and

**WHEREAS**, the proposal includes \$15,200 in alternate costs for influent pipe replacement and as-built drawings; and

**WHEREAS**, the replacement of the influent pipe and as-built drawings may not be necessary; and

**WHEREAS**, the City deems it reasonable and necessary to enter an agreement with TB Landmark to replace the influent structure at the Moody Road and St. Johns Avenue lift station.

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

1. That the Mayor and City Clerk are hereby authorized to execute and attest an agreement with TB Landmark for an amount not exceed \$62,434.70.

2. That staff is directed to authorize the alternate work of \$15,200 for influent pipe replacement and as-built drawings if necessary.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 14<sup>th</sup> day of April, 2016.

**CITY OF PALATKA**

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**By: Its MAYOR**

**ATTEST:**

---

**CITY CLERK**

**APPROVED AS TO FORM  
AND CORRECTNESS:**

---

**CITY ATTORNEY**

March 4, 2016

Mr. Brian McCann, Superintendent  
Platt Drew Wastewater Treatment Plant  
City of Palatka, Florida  
201 N. 2<sup>nd</sup> Street  
Palatka, Florida 32177

Re: City of Palatka, FL (City)  
Moody Road Pump Station (MRPS) Influent Manhole Repair/Replacement  
Summary of Replacement Cost Proposals

Dear Mr. McCann:

Ayres Associates (Ayres) has reviewed received cost proposals for replacement of the Moody Road Pump Station Influent Structure, as attached. The summary is as follows:

S.E. Cline Construction, Inc.:	\$137,387.00
RJ's Underground Utilities, Inc.:	\$94,160.00
TB Landmark Construction, Inc.:	\$77,634.70

Based on the tabulation indicated above, TB Landmark Construction appears the most advantageous proposer to perform the influent structure replacement for the City of Palatka.

Sincerely,

Ayres Associates Inc



David K. Kemp  
Manager-Jacksonville

**S.E. CLINE CONSTRUCTION, INC.**  
**City of Palatka / Influent Structure Repair**  
 Plans With Revisions Through -- 08/21/1985

1/28/2016

NO.	BID ITEM	QUANTITY	UNITS	TOTAL UNIT	TOTAL BID
1	General Conditions	1	ls	\$5,157.00	\$5,157.00
2	Survey / As-Builds	1	ls	\$3,362.50	\$3,362.50
3	Earthwork	1	ls	\$11,497.50	\$11,497.50
4	Demolition (Influent Structure)	1	ls	\$12,060.00	\$12,060.00
5	Silt Fence	200	lf	\$1.25	\$250.00
6	Sanitary Sewer 8in C900 PVC 0-4	1	ls	\$6,658.64	\$6,658.64
7	Sanitary Sewer 16in D.I. Pipe 8-10	1	ls	\$4,011.25	\$4,011.25
8	Sanitary Sewer Influent Manhole Adjustments	1	ls	\$9,290.00	\$9,290.00
9	Sanitary Sewer Influent Structure 8-10 (6'x 6')	1	ls	\$25,676.73	\$25,676.73
10	Traffic Control	1	ls	\$2,474.68	\$2,474.68
11	150 Ton Crane (Place Influent Structure)	1	ls	\$7,187.50	\$7,187.50
12	8" Forcemain Bypass	1	ls	\$20,402.59	\$20,402.59
13	Gravity Sewer Bypass	1	ls	\$25,749.00	\$25,749.00
14	Testing (Compaction)	1	ls	\$625.00	\$625.00
15	Mobilization	1	ls	\$2,985.00	\$2,985.00

\$137,387.39

Not Included

- 1 Removal or replacement of unsuitable soils.
- 2 Concrete headwalls or fencing.
- 3 Concrete Driveway
- 4 Electrical work
- 5 Any work not shown above.
- 6 Permits or Fees

Notes:

- 1 Structure Price includes "Spectrashield" Lining
- 2 Agru Liner Also available
- 3 Crane pricing is contingent upon being able to set up on the property to the north of Pump Station.

## Kemp, David

---

**From:** Jonathan Griffith <jcgriffith@palatka-fl.gov>  
**Sent:** Thursday, February 18, 2016 11:09 AM  
**To:** Kemp, David  
**Subject:** FW: rj's underground utilities sewer repair bid quote

Jonathan C. Griffith

**From:** Russell Morgan [mailto:rjsco1@gmail.com]  
**Sent:** Wednesday, February 17, 2016 9:54 PM  
**To:** Jonathan Griffith  
**Subject:** Re: rj's underground utilities sewer repair bid quote

Jonathan,

Please excuse the mess in my break down. My right arm or a.k.a office lady is on vacation this week.

mob. & demo.	\$4,500.00
man/hrs	\$19,630.00
materials	\$12,200.00
equipment	\$18,200.00
dewatering system	\$7,500.00
precast m/h	\$12,500.00
crane	\$4,250.00
temp. plugs	\$5,000.00
bypass	\$10,380.00

---

\$94,160.00

**Thank You,**

**Russell Morgan JR.**  
**President**

PH 912-882-5503  
Cell 904-591-2733  
FAX 912-882-3817



On Wed, Feb 17, 2016 at 1:18 PM, Russell Morgan <rjsco1@gmail.com> wrote:

Yes, I will send it tonight and you will have it in morning.

On Feb 17, 2016 11:52 AM, "Jonathan Griffith" <jcgriffith@palatka-fl.gov> wrote:

Russel:

Do you have a detailed estimate you can share with me?

Jonathan C. Griffith

**From:** Russell Morgan [mailto:[rjsco1@gmail.com](mailto:rjsco1@gmail.com)]  
**Sent:** Wednesday, February 17, 2016 10:50 AM  
**To:** Jonathan Griffith  
**Subject:** rj's underground utilities sewer repair bid quote

\$94,160.00

**Thank You,**

**Russell Morgan JR.**

**President**

PH [912-882-5503](tel:912-882-5503)

Cell [904-591-2733](tel:904-591-2733)

FAX [912-882-3817](tel:912-882-3817)





**T B Landmark**  
CONSTRUCTION, Inc.

February 9, 2016

TO: City of Palatka

ATTN: David Kemp w/ Ayres & Associates

RE: Moody Rd. P.S. Manhole Replacement

**Description**

Remove existing concrete manhole and replace with a new concrete 6' x 6' manhole. New manhole will be lined with Spectrashield inside. Each of the 6 existing pipes will be bypassed and tied back into the new manhole.

Quantity	Unit	Total Price
1	LS	\$62,434.70
<b>Grand Total</b>		<b>\$62,434.70</b>

**Items included in the above pricing:**

1. New Manhole
2. Dewatering
3. 57 stone under new manhole
4. Material to tie into new manhole
5. Bypass pumping

**Items specifically excluded in the above pricing:**

1. Design
2. Permits
3. Import/Export Fill
4. Asphalt Removal or Replacement
5. Wet well work
6. Price based on the existing 16" DIP being good.

*Alternate cost to replace 40' LF of 16" DIP with 16" P-401 DIP* \$12,700.00

T B Landmark Construction, Inc. appreciates and values your business. If there is anything we can do to be of service to you please feel free to call me at (904) 503-5705.

*\$75,134.70*

Sincerely,

*+ As Builts \$2,500.00*

*TOTAL \$77,634.70*



**T B Landmark**  
CONSTRUCTION, Inc.

Marty Adams  
Manager  
T B Landmark Construction, Inc.

ACCEPTED:

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

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



FERGUSON WATERWORKS-JAX #149  
 9692 FLORIDA MINING BLVD W  
 BUILDING #100  
 JACKSONVILLE, FL 32257

Deliver To: barry.watson@ferguson.com  
 From: Barry Watson  
 Comments:

09:28:47 FEB 09 2016

FEI-JACKSONVILLE WW -#149

Page # 1

Price Quotation  
 Phone : 904-268-2551  
 Fax : 904-268-2053

**Bid No.....:** B325971

**Bid Date....:** 02/09/16

**Quoted By.:** BW

**Cust**

**Terms.....:** NET 10TH PROX

**Customer:** BIDDING CONTRACTOR-JAX  
 FOR BIDDING PURPOSES ONLY  
 JACKSONVILLE, FL 32257

**Ship To:** BIDDING CONTRACTOR-JAX  
 FOR BIDDING PURPOSES ONLY  
 JACKSONVILLE, FL 32257

**Cust PO#....:**

**Job Name:** PALATKA

Item	Description	Quantity	Net Price	UM	Total
AFT53PP416	16 CL53 P-401 DI FASTITE PIPE	80	114.000	FT	9120.00

**Net Total:** \$9120.00  
**Tax:** \$597.20  
**Freight:** \$0.00  
**Total:** \$9717.20

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at [http://wolseleyna.com/terms\\_conditionsSale.html](http://wolseleyna.com/terms_conditionsSale.html).  
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



## Kemp, David

---

**From:** Marty Adams <madams@tblandmark.com>  
**Sent:** Tuesday, February 16, 2016 9:15 AM  
**To:** Kemp, David  
**Subject:** RE: Palatka manhole

Signed and sealed Asbuilts with a CAD file will be \$2500 additional

The MOT I have included is just some men working signs and barrels. Don't believe we will need anything more than that.

CAT320 or 336 hoe. Box comes in pieces.

Marty Adams  
TBL

**From:** Kemp, David [mailto:kempd@AyresAssociates.com]  
**Sent:** Monday, February 15, 2016 3:28 PM  
**To:** Marty Adams <madams@tblandmark.com>  
**Subject:** RE: Palatka manhole

Palatka had some additional questions - Can you get me an answer as soon as possible on the below:

1. Does this proposal include survey and as-builts?
2. Does this include MOT or do they expect to conduct all work within the site limits and not impact traffic?
3. What size crane or track hoe are they using to set the structure?

Thanks,

David Kemp, PE  
Manager - Jacksonville  
Ayres Associates  
5220 Shad Road, Suite 200-3  
Jacksonville, FL 32257  
T: 904.260.6288, Ext 3314  
C: 904.910.7800  
[KempD@AyresAssociates.com](mailto:KempD@AyresAssociates.com)  
[www.AyresAssociates.com](http://www.AyresAssociates.com)

-----Original Message-----

**From:** Marty Adams [mailto:madams@tblandmark.com]  
**Sent:** Tuesday, February 09, 2016 11:32 AM  
**To:** Kemp, David <kempd@AyresAssociates.com>  
**Subject:** FW: Palatka manhole

This one has a picture of the existing manhole with it.

Marty

-----Original Message-----

From: Loren Ward [mailto:lward@tblandmark.com]

Sent: Tuesday, February 09, 2016 9:48 AM

To: 'Marty Adams' <madams@tblandmark.com>

Subject: RE: Palatka manhole

With Picture.

-----Original Message-----

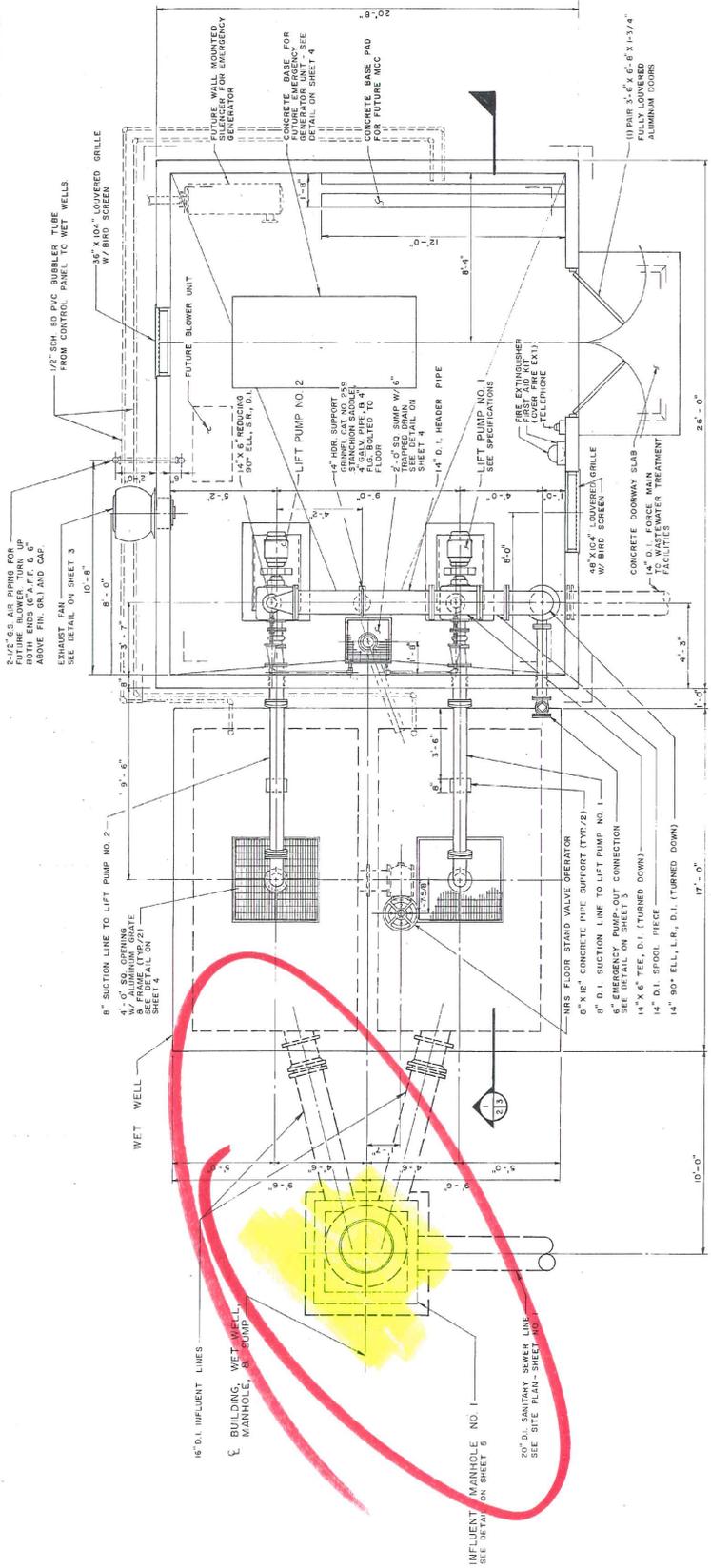
From: Marty Adams [mailto:madams@tblandmark.com]

Sent: Tuesday, February 09, 2016 9:40 AM

To: lward@tblandmark.com

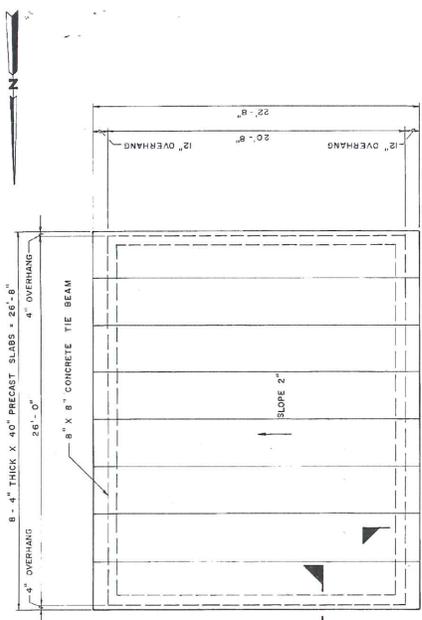
Subject: Palatka manhole



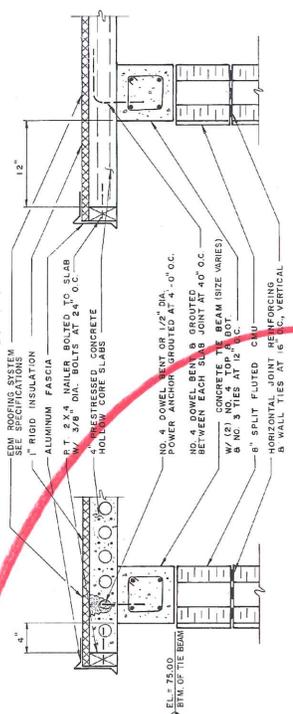


MECHANICAL PLAN  
3/8" = 1'-0"

	<b>WAITZ &amp; FRYE CONSULTING ENGINEERS, INC.</b> JACKSONVILLE — CLEARWATER		REGISTRATION NO. 31127    DATE 8-21-85	DRAWN BY: <i>[Signature]</i> CHECKED BY: D.A.M.	L.P.D. _____ JOB NO. 84J58 SHEET NO. 2
	CITY OF PALATKA, FLORIDA MOODY ROAD PUMPING STATION FORCE MAIN				



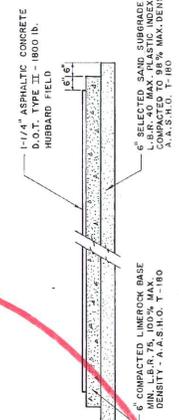
ROOF FRAMING PLAN  
1/4" = 1'-0"



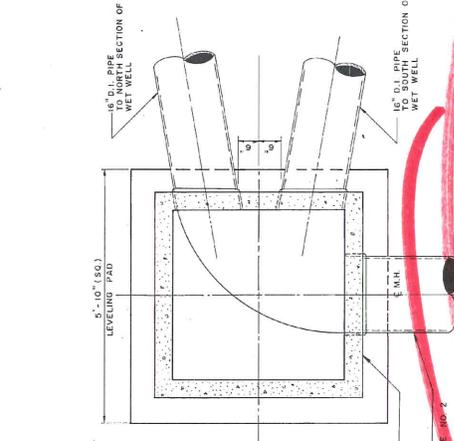
ROOF SECTION  
1/2" = 1'-0"

ROOF SECTION  
1/2" = 1'-0"

ROOF SECTION  
1/2" = 1'-0"



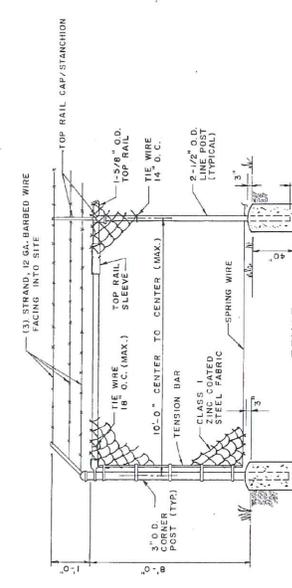
TYPICAL PAVEMENT SECTION  
1/2" = 1'-0"



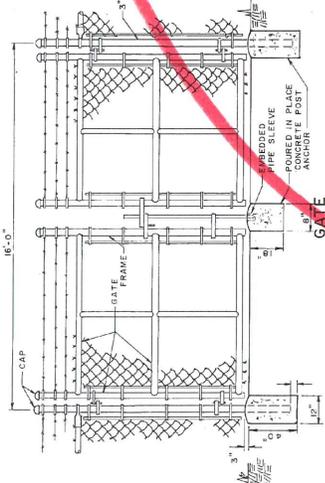
PLAN



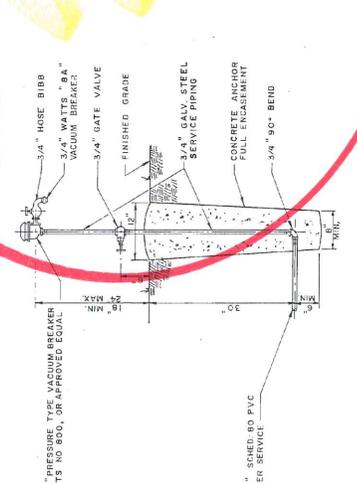
SECTION  
3/4" = 1'-0"



FENCE



TYPICAL FENCE & GATE DETAIL  
NOT TO SCALE



OUTSIDE WATER SERVICE DETAIL  
NOT TO SCALE



**WAITZ & FRYE CONSULTING ENGINEERS, INC.**

JACKSONVILLE — CLEARWATER

**CITY OF PALATKA, FLORIDA**  
**MOODY ROAD PUMPING STATION**  
**FORCE & MAIN**

L.P.D. \_\_\_\_\_  
 JOB NO. **84J58**  
 SHEET NO. **5**

DRAWN BY: D.K.K.	CHECKED BY: P.A.V.	REGISTERED BY: D.K.K.	DATE: 8-21-85
APPROVED BY: <i>[Signature]</i>		REGISTRATION NO. 3127	DATE: 8-21-85
REVISIONS			
MARK	DATE	DESCRIPTION	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Hub International Southeast</b> <b>1560 Orange Avenue</b> <b>Suite 750</b> <b>Winter Park, FL 32789</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (407) 894-5431</b>		<b>FAX (A/C, No): (407) 629-6378</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A : Zurich American Insurance Company</b>			<b>16535</b>
<b>INSURER B : American Guarantee &amp; Liability</b>			<b>26247</b>
<b>INSURER C : North River Insurance Company</b>			<b>21105</b>
<b>INSURER D :</b>			
<b>INSURER E :</b>			
<b>INSURER F :</b>			

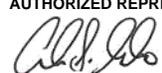
<b>INSURED</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
----------------	----------------------------	-------------------------

**TB Landmark Construction, Inc.**  
**11220 New Berlin Road**  
**Jacksonville, FL 32226**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>XCU</b> <input checked="" type="checkbox"/> <b>Contractual Liab</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO6558263-07	11/23/2015	11/23/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP6558264-07	11/23/2015	11/23/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			5821043769	11/23/2015	11/23/2016	PIP Basic	\$ 10,000
							EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> Y N / A			WC0217374-00	11/23/2015	11/23/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	<b>Pollution Liab</b>			GLO6558263-07	11/23/2015	11/23/2016	<b>Each Incident</b>	<b>1,000,000</b>
A	<b>Work Site</b>			GLO6558263-07	11/23/2015	11/23/2016	<b>Aggregate</b>	<b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder's interest is reflected as additional insured as respects general liability, if required by written contract, for work performed by or on behalf of the named insured.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
<b>City of Palatka</b> <b>201 North 2nd Street</b> <b>Palatka, FL 32177</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**Adopt Resolution No. 2016-12-28** authorizing the execution of a Contract for Professional Services with Castle Bay Design Studio, LLC for playground design associated with FRDAP Project No. A16072 Grant Agreement for Riverfront Park Ph I

### **SUMMARY:**

The City of Palatka was recently awarded a Florida Recreation Development and Acquisition Program (FRDAP) Grant and entered into Agreement A16072 for Riverfront Park Improvements. This project includes the construction of a canoe and kayak launch, picnic facilities, nature based playground and sidewalks.

Staff reached out to a qualified Landscape Architecture firm with experience in nature based playground design. The attached proposal complies with the Competitive Consultant Negotiation Act (CCNA) and the City's procurement policy. The consultant will be responsible for the preliminary layout, playground design, irrigation design and landscape design.

### **RECOMMENDED ACTION:**

**Adopt the resolution authorizing the execution of a Contract for Professional Services with Castle Bay Design Studio, LLC for playground design associated with FRDAP Project No. A16072 Grant Agreement for Riverfront Park Phase I**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▢ Resolution Castle Bay	Resolution
▢ Castle Bay Proposal	Backup Material

### **REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Public Works	Driggers, Betsy	Approved	4/7/2016 - 1:08 PM

**RESOLUTION NO. 2016-**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTRACT FOR PROFESSIONAL SERVICES WITH CASTLE BAY DESIGN STUDIO, LLC FOR PLAYGROUND DESIGN ASSOCIATED WITH FRDAP PROJECT NO. A16072 GRANT AGREEMENT FOR RIVERFRONT PARK PHASE I**

**WHEREAS**, the City of Palatka and the Florida Department of Environmental Protection have entered in to a Florida Recreation Development and Acquisition Program (FRDAP) Grant Agreement A16072 for Riverfront Park Improvements (the Project);

**WHEREAS**, the City has solicited the services of Castle Bay Design Studio, LLC a qualified Landscape Architecture firm with Playground Design expertise; and

**WHEREAS**, Castle Bay has proposed a contract for services in an amount not to exceed \$4,500; and

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

**NOW THEREFORE**, be it resolved that the Mayor, and City Clerk, are hereby authorized to execute and attest the Contract for Professional Services with Castle Bay Design Studio associated with FRDAP Project No. A16072 for Riverfront Park Phase I.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 14<sup>th</sup> day of April, 2016.

**CITY OF PALATKA**

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

**ATTEST:**

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

March 30, 2016

Jonathan Griffith  
City of Palatka  
201 N. 2<sup>nd</sup>. Street  
Palatka, FL 32177

*Hereinafter referred to as Client*

**Re: Riverfront Playground**

**CASTLE BAY DESIGN STUDIO, LLC**

*7 Waldo Street St. Augustine, FL 32084*

**Contract for Professional Services**

Jonathan,

It is with great appreciation and gratitude you have requested a Contract/Agreement from Castle Bay Design Studio, LLC (Castle Bay) by which we are pleased to provide you with professional landscape architectural services for the above referenced project. The following tasks outline the Castle Bay scope of services for this project:

**Landscape Architectural Services**

**Task A: Preliminary Layout Plan**

Utilizing the boundaries provided, Castle Bay shall prepare a preliminary layout plan (bubble diagram) identifying proposed playground structures by type, pathways, seating areas and point of entry as guided by the program desires of the client. Once finalized, this bubble diagram will serve as a graphic representation of project objectives outlined through interaction and coordination between Castle Bay and the client.

***Task A Fee: Lump Sum \$800.00***

**Task B: Playground Design**

Utilizing the approved bubble diagram, the client provided program and the client's estimated budget of \$75,000 Castle Bay shall prepare a Nature Themed Playground Design, suitable for construction, which identifies all playground structures, manufacturer's recommended installation details, custom installation details, landforms and associated grading, safety surfacing layout and material, barrier details, seating areas and anticipated project phasing based on budget limitations. Castle Bay shall provide an associated cost estimate paired with the playground design and send to client for review and comment.

Any/all client comments shall be incorporated into the final playground design as part of the City of Palatka's review process and approval.

Upon substantial client approval, Castle Bay shall assist with the presentation of the playground design to the City Council for approval and comment.

***Task B Fee: Lump Sum \$2,500.00***

### **Task C: Landscape Design**

Castle Bay shall prepare landscape plans suitable for construction identifying all proposed landscape improvements as directed by the client program, budget, and desired aesthetic. More specifically, Castle Bay shall create an attractive vegetative environment which works with the playground design to provide areas of highly visual aesthetic appeal while maintaining budget consciousness. Castle Bay shall provide an associated cost estimate paired with the landscape plans and send to client for review and comment. Any/all client comments shall be incorporated into the final landscape plan.

***Task C Fee: Lump Sum \$800.00***

### **Task D: Irrigation Design**

Castle Bay shall provide master irrigation design, specification, and detailing for all proposed landscape material mentioned above, including complete layout for heads, valves, piping, sleeving, water source, and control devices. Irrigation design shall conform to all City of Palatka regulations required for approval.

***Task D Fee: Lump Sum \$400.00***

***Total Tasks A-D Fee: Lump Sum \$4,500.00***

### **Services Not Included:**

- American Society for Testing and Materials (ASTM) Standards/Specifications and Review
- Structural design
- Civil Engineering
- Stormwater Design
- Platting / Easement preparation
- Special meetings with agencies, other consultants or Client not typically required to perform the work described in the Scope of Services, except those meeting specifically outlined in the above Scope of Services above.
- Tree Mitigation/Calculation Plans/Construction Documents
- Electrical/Lighting Design and specifications
- Geotechnical Engineering
- Submersible well design
- Permitting
- Formal Construction Specifications, *e.g. MasterSpec format*
- As-Built Documentation
- Construction Administration

**Client Responsibilities:**

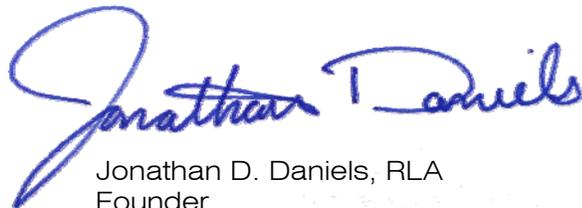
1. Surveying and base map in AutoCAD format (topographic and boundary)
2. Playground Program

Any/all required application and resubmittal fees shall be paid by Client prior to submittal. Reimbursable expenses are in addition to the above referenced fees. The above fee does not include services not specifically outlined. Should additional services be required, Castle Bay shall provide with compensation based on the Schedule of Hourly Rates contained in the Standard Conditions. Similarly, in the event that modifications to the Construction Plans are required by the client and/or project engineer, the modifications shall be considered additional service, and compensation shall be in accordance with the attached Schedule of Hourly Rates.

If this Contract for Professional Services meets with your approval, please indicate your acceptance below, and return an executed copy to Castle Bay for our files. **Receipt of this signed contract will be considered our notice to commence work.**

Again, the Castle Bay team thanks you for requesting this contract from our firm and we look forward to developing a great working relationship with you through the success of this project. If at any time you have any questions and/or concerns, please feel free to contact us at any time.

Sincerely,  
Castle Bay Design + Studio, LLC



Jonathan D. Daniels, RLA  
Founder

Accepted On: \_\_\_\_\_  
Date

Accepted By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Castle Bay Design Studio, LLC**  
*General Terms and Conditions*

Unless otherwise specified in the attached Contract for Professional Services, the following General Terms and Conditions shall be incorporated as part of the Contract for Professional Services. In the event of a conflict, the Contract for Professional Services (Hereinafter the "Agreement") shall prevail.

**1. ENGAGEMENT AND COMPENSATION**

Client hereby engages Castle Bay for the purposes as agreed upon in the Agreement. Compensation for services not described in the Agreement or for services modified from, or not originally considered within, the original Agreement shall be based on the following Schedule of Hourly Rates:

Registered Landscape Architect	\$105.00
--------------------------------	----------

The Schedule of Hourly Rates is subject to modification at the beginning of each calendar year at the sole option of Castle Bay.

**2. OUT-OF-POCKET EXPENSES**

Out-of-pocket expenses, including but not limited to, permit application fees, postage, express delivery, etc. which are provided by Castle Bay shall be reimbursable at cost or, upon request of Castle Bay, paid directly by Client. Blueprints shall be provided for a cost of \$0.35 per square foot.

**3. INVOICING**

Client shall be invoiced each month for reimbursable expenses and work performed during the preceding month. Client agrees to pay each invoice within thirty (30) days of its receipt. In the event that an invoice is not paid in full within sixty (60) days, Castle Bay reserves the right to stop all work, record a claim of lien as authorized by Florida's Construction Lien Law, and notify property owner if different from the Client. Client further agrees to pay interest on all amounts invoiced and not paid within said sixty (60) day period at a rate of 4.5% per month from date of invoice. Client also agrees to pay Castle Bay's cost of collections, including court costs and reasonable attorney's fees. Failure to make payment within said sixty (60) days shall release Castle Bay from all claims which Client may have, whether known or unknown at the time. Signer for Client personally guarantees all amounts due under this Agreement. Any retainer obtained will be applied to the final invoice. Client shall have sixty (60) days from the date of an invoice to dispute any charge on it. Failure to raise any objection during this time period shall constitute a waiver of any and all objections to the charges made within the invoice.

**4. WARRANTIES**

Castle Bay shall use the degree of care and skill ordinarily exercised under similar circumstances by members of its profession. Castle Bay cannot control the costs of labor, equipment, materials, techniques, or the services of other contractors or vendors and therefore cannot warrant, express or implied, any opinion regarding the probable costs associated with any bid or estimate

**5. CASTLE BAY MATERIALS**

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media thereof, prepared by Castle Bay as instruments of service under this Agreement shall remain the property of Castle Bay who shall be deemed the author and shall retain all common law, statutory law or all other grounds, to specifically include, but not to be limited to, all copyrights and trademarks. However, Client agrees to indemnify and hold Castle Bay harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising out of any reuse or modification of the instruments of service by Client or any person or entity that acquires or obtains them from or through Client without the written authorization of Castle Bay. Under no circumstances shall transfer of the instruments of service on electronic media for use by Client be deemed a sale by Castle Bay and Castle Bay makes no warranties, either expressed or implied, of merchantability and fitness for any purpose.

## 6. TERMINATION

Either party may terminate this Agreement by providing written notice to the other party ten (10) days prior to termination. Upon receipt of the notice of termination by the Client, Castle Bay shall be allowed to take all necessary steps, as determined by Castle Bay, to adequately close their service commitments. Castle Bay shall provide the Client with a final invoice, to include the return of the remaining retainer of this Agreement, if any, within thirty (30) days of the notice of termination.

## 7. BREACH

The Client agrees to release Castle Bay from all obligations of this Agreement should the Client fail to make any payment as required by this Agreement or misrepresent or fail to disclose a material fact to Castle Bay. In the event it is necessary to institute suit for breach of this Agreement, or for collection of fees, costs and/or advances due Castle Bay, the Client agrees to pay all costs and expenses necessitated thereby, including reasonable attorney fees, court costs, and interest.

## 8. MEDIATION

Any dispute arising between the parties hereto, whether arising under this Agreement or otherwise, of which the parties cannot resolve between themselves through negotiation using good faith, shall be referred to a court certified mediator of the Circuit Court in Volusia County, Florida, before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties shall share equally in the cost of the mediator.

## 9. INDEMNIFICATION

Client agrees to indemnify and hold Castle Bay and its shareholders, officers, directors, partners, employees, agents and subcontractors harmless from any claim, liability or costs (including the payment of reasonable attorney fees and costs for defense) for injury or loss arising from errors in, or omissions of, information provided to Castle Bay by Client, and all other work or service performed by individuals or entities retained solely by the Client.

## 10. LIMITATION OF LIABILITY

- a. Castle Bay shall not be liable for damages sustained as a result of misinformation or omissions of Information provided by the Client or other persons not retained by Castle Bay.
- b. Castle Bay shall not be liable for any damages arising out of modifications to any plans, specifications or other related documents which are not approved by Castle Bay in writing.
- c. Castle Bay shall not be liable for the techniques of construction nor the safety precautions selected by any contractor retained to provide any services to the Client or Castle Bay.
- d. Castle Bay cannot guarantee that government officials or agencies will grant desired approvals or otherwise act in the best interests of Client, and therefore the parties agree that Castle Bay shall not be liable for damages resulting from the actions or inactions of government officials or agencies.
- e. The parties agree that the Client and the Client's spouses, heirs, shareholders, officers, directors, partners, employees, and agents, shall limit the liability of Castle Bay on any cause of action for negligence or breach of the Agreement to the total amount of the fee paid to Castle Bay for services performed under the Agreement.

## 11. DUTY TO INFORM

Client shall promptly notify Castle Bay of any deficiencies or suspected deficiencies in Castle Bay's work or services of which Client becomes aware so that Castle Bay may take measures to minimize the consequences of such a deficiency. Failure by Client to notify Castle Bay shall relieve Castle Bay of the cost of repairs above the sum such remedy would have cost had notice been given when the Client first became aware of the deficiency or suspected deficiency.

## 12. MODIFICATION

Except as otherwise agreed to by the parties herein, no other change, modification or waiver of this Agreement shall be valid unless it is in writing and signed by all the parties who are bound by the terms of this agreement.

## 13. ORIGINAL COPY

This Agreement as an electronic copy shall be considered for all purposes as originals.



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**Adopt Resolution No. 2016-12-29** authorizing elimination of the Code Enforcement fines, liens and fees levied against 1506 Napoleon Street.

### **SUMMARY:**

The case for 1506 Napoleon Street was started September 28, 2012 for weeds, debris, and overgrown conditions. It was brought to the Code Enforcement Board on January 23, 2013 where the board voted to enact a daily fine of \$25. Subsequently on April 23, 2013 this case was brought to the board again and a vote was made to record an administrative fine of \$196.86. The documents were created, however never recorded in the public records. Robert and Pamela Mattson purchased the property on April 5, 2013 unaware of any open code enforcement case or fines or fees assessed to the property. A title search of the property was conducted prior to closing. Upon purchase of the property, the Mattson's did clean up the yard, removing derelict vehicles, trash, and mowed the yard. The property has been maintained since the purchase. The Mattson's remained unaware of any Code Enforcement action until a recent sale of the property showed the open case. The Mattson's appeared before the Code Enforcement Board March 23, 2016 and requested this case be closed with no fines or fees assessed to the property. As a result, the Code Enforcement Board voted unanimously to recommend closing this case with no fines or fees assessed.

### **RECOMMENDED ACTION:**

**Adopt the resolution authorizing the elimination of the Code Enforcement fines, liens and/or fees levied against 1506 Napoleon Street.**

### **ATTACHMENTS:**

Description	Type
▣ Resolution	Resolution
▣ Minutes of CE Board 3/23/2016	Cover Memo

### **REVIEWERS:**

Department	Reviewer	Action	Date
Police	Shaw, Jason	Approved	3/31/2016 - 11:02 AM
City Clerk	Driggers, Betsy	Approved	4/5/2016 - 3:56 PM

**RESOLUTION NO. 2016-12 -**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
ELIMINATING ANY CODE ENFORCEMENT FINES, LIENS AND  
FEES ASSESSED TO 1506 NAPOLEON STREET, PALATKA, FL**

**WHEREAS**, after due notice to the property owner of 1506 Napoleon Street was provided, the Palatka Code Enforcement Board levied a daily fine of \$25/day upon said property as it was found that the property was in violation of Section 30-32 of the Palatka Municipal Code; however, said fine was not recorded in the Public Records of Putnam County, Florida, and

**WHEREAS**, Robert and Pamela Mattson, Respondents and property owners, have made a request to the Palatka Code Enforcement Board to eliminate all Code Enforcement Fines and administrative fees, as the property has been brought into compliance and the Mattson's were unaware of said Code Enforcement case; and

**WHEREAS**, at its regular March 23, 2016 meeting, the Palatka Code Enforcement Board voted 6-0 to recommend to the Palatka City Commission the elimination of any and all fines or fees associated with a Code Enforcement action on this property; and

**WHEREAS**, the Palatka City Commission finds that the approval of the recommended reduction in fine described herein is in the best interest of the property owner, the City of Palatka and its citizens, and deems it appropriate to eliminate the Code Enforcement Fine and all fees imposed upon 1506 Napoleon Street as the result of Code Enforcement action, as recommended by the Palatka Code Enforcement Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF PALATKA, FLORIDA**, that all Code Enforcement fines, liens and fees levied against 1506 Napoleon Street be hereby eliminated.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, this 14<sup>th</sup> day of April, 2016.

**CITY OF PALATKA, FLORIDA**

By: \_\_\_\_\_  
**Its Mayor**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM AND LEGALITY:**

**CITY OF PALATKA**  
**CODE ENFORCEMENT BOARD MEETING**  
**MINUTES**  
**March 23, 2016**



Meeting called to order at 4:07 p.m. by Chairperson LaSandra Williams.

**Members present:** Michael Gagnon, Pat Wilson, Betty Kelly, Chris Hollister

**Members absent:** John Lyon, Johnny Brown, Leroy Miles

**Also present:** Code Enforcement Officer Laura Jones, Recording Secretary Meghan Warman, City Attorney Don Holmes and Captain Matt Newcomb

**Motion** by Pat Wilson and seconded by Betty Kelly to accept the minutes of the December 23, 2015 meeting. All voting members were in favor, motion carried.

LaSandra Williams read the appeal procedure and swore in City staff testifying at the hearing.

**NEW BUSINESS**

**Case 201200117**                      **1506 Napoleon Street (42-10-27-6850-2850-1600)**  
Owner: Robert and Pamela Mattson  
Section 30-32 Weed, Debris, Prohibited Conditions

Ms. Jones testified that this property had been purchased by Mr. & Mrs. Mattson in April 2013 and brought into compliance. When the Mattson's purchased the property, there was no lien found on it. Now they are in the process of selling the home and the new buyers are stating that their title company has found a Code Enforcement case on it. The case had been brought to Code Board in January 2013 when they began a daily fine and in April 2013 when they voted to assess an Administrative fee, however no paperwork was ever filed by the former Code Enforcement Office. Ms. Jones is requesting this case be closed without any fines, fees or liens to be assessed.

**Motion** made by Michael Gagnon and seconded by Pat Wilson to recommend to the City Commission that the fine be eliminated and the case closed without any fines or fees. All present voted affirmative, motion carried.

**Case 201300136**                      **420/422 Kirby Street (42-10-27-6850-0400-0030)**  
Owner: Henry and Tracy Leskey  
Section 30-32 Weed, Debris, Prohibited Conditions  
Yard is overgrown. Trees and vines are growing over the home.  
Section 54-80 Historic District Maintenance.

Ms. Jones testified that Mr. & Mrs. Leskey purchased the property in February 2016 and immediately began renovations of the home and property. The property has a daily fine running and total to date is \$37,300.

Mr & Mrs Leskey attended the meeting to request a lien reduction. They purchased the home during a tax auction and were aware of the lien, however the lien amount is larger than the property value at this time. They are converting the property back to a single family home from a duplex and are renovating it in order to rent it out once renovations are complete. After discussion, the Leskeys requested the lien be reduced to \$500 if paid in 30 days. If not, the fine will revert back to original amount.

**Code Enforcement Board**  
**March 23, 2016 Meeting Minutes**  
Page 2 of 3

**Motion** made by Michael Gagnon and seconded by Betty Kelly to recommend to the City Commission that the fine be reduced to \$500 if paid in 30 days. All present voted affirmative, motion carried.

**Case 201500022**      **407 N.7<sup>th</sup> Street (42-10-27-6850-0580-0040)**  
Owner: Matthew Lee  
Section 18-242 Unsafe Building  
Section 30-64 Public Nuisance

Ms. Jones testified that this property sustained a wall collapse in July 2015. A demo permit was pulled but never completed. The debris from the building poses a safety hazard to pedestrians on the sidewalk. Ms. Jones requests immediate abatement of the remaining debris.

City Attorney Don Holmes asked if there was a tax deed application on the property because if so, then it wouldn't be in the City's best interest to spend the money to abate ourselves. Code Enforcement Office Jones was not sure if there was a tax deed application.

**Motion** made by Pat Wilson and seconded by Michael Gagnon to request a nuisance abatement pending no tax deed application on the property. All present voted affirmative, motion carried.

**Case 201300058**      **415 N. 5<sup>th</sup> Street (42-10-27-6850-0210-0020)**  
Owner: Francine Millican  
Section 50-84 Historic District Maintenance

Ms. Jones testified that this property has a daily running fine starting September 25, 2013 for a total to date of \$22,075. Ms. Jones requests discussion about directing this case to the City Attorney for foreclosure on the lien.

**Motion** made by Betty Kelly and seconded by Christopher Hollister to recommend to the City Attorney to start foreclosure proceedings. All present voted affirmative, motion carried

**Case 201600001**      **622 N. 6<sup>th</sup> Street (42-10-27-6850-0770-0100 )**  
Owner: Quirus T. & Lashawn Lowe  
Section 18-242 Unsafe Building  
Section 30-64 Public Nuisance

Ms. Jones testified that a structure fire had occurred at this home on January 7, 2010 and nothing has been done to the property since. The property remains unsecured and reports of squatters have been made by neighbors. Ms. Jones is requesting nuisance abatement of this structure.

Discussion from the Board questioning why no code case was ever opened. There is currently no fine running and no case had been opened. Ms. Jones then corrected and stated a code case was opened in January 2016. No contact has been made with homeowner. The City Manager stated he would like to continue this case so as to allow for proper notification to homeowners regarding the code case and daily fine to allow them the ability to come into compliance.

The Board agreed to continue the case to allow proper notice to homeowners.

**Code Enforcement Board**  
**March 23, 2016 Meeting Minutes**  
Page 3 of 3

**Case 201600002**      **613 North 20<sup>th</sup> Street (37-10-26-6850-3510-0020)**  
Owner: Michael Washington  
Section 18-241 Unsafe Structure  
Section 30-64 Public Nuisance

Ms. Jones testified that a structure fire had occurred at this home approximately 10 years ago and nothing has been done to the property since. The property remains unsecured and reports of squatters have been made by neighbors. Ms. Jones is requesting nuisance abatement of this structure.

Again the Board agreed that the homeowners have not been given proper notice nor time to come into compliance on this property.

The Board agreed to continue the case to allow proper notice to homeowners.

**Case 201400003**      **127 Azalea Cir (12-10-268450-0000-0090)**  
Owner: James E. Vickers  
Section 18-241 Unsafe Structure  
Section 30-64 Public Nuisance

Ms. Jones testified that a structure fire had occurred at this home on January 13, 2008 and nothing has been done to the property since. The property remains unsecured and reports of squatters have been made by neighbors. Ms. Jones is requesting nuisance abatement of this structure.

Again the Board agreed that the homeowners have not been given proper notice nor time to come into compliance on this property.

The Board agreed to continue the case to allow proper notice to homeowners.

**Case 201200070**      **212 South 18<sup>th</sup> Street (42-10-27-6850-2620-0070)**  
Owner: Joseph Zimmerman  
Section 30-64 Public Nuisance  
Section 30-32 Weed, Debris, Prohibited Conditions  
Section 18-241 Unsafe Structure  
Section 30-180 Time period of Compliance

Ms. Jones testified that this property has gone into foreclosure and should have been taken off the agenda for this meeting. The Board then discussed the fact that a new case should be started in order to make sure the property gets cleaned up. Ms. Jones agreed.

With no further business, meeting adjourned at 4:37 p.m.



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**Appoint Edie M. Wilson to the Palatka Planning Board** for the remainder of a 3-year term to expire December 31, 2016 (sole applicant)

### **SUMMARY:**

There is a vacancy on the Palatka Planning Board due to the resignation of Charles Douglas. Edie M. Wilson has applied for this appointment. Ms. Wilson lives inside the City Limits and qualifies for appointment to this Board. Thad Crowe, Planning Director, concurs with this appointment.

### **RECOMMENDED ACTION:**

**Appoint Edie M. Wilson to the Palatka Planning Board for the remainder of a 3-year term to expire December 31, 2016**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ E. Wilson Application	Backup Material

### **REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	3/30/2016 - 12:38 PM
City Clerk	Driggers, Betsy	Approved	3/30/2016 - 12:38 PM

TERRILL L. HILL  
MAYOR COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR COMMISSIONER

RUFUS J. BOROM  
COMMISSIONER

JUSTIN R. CAMPBELL  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



# CITY of Palatka FLORIDA

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

TERRY K. SUGGS  
CITY MANAGER

BETSY JORDAN DRIGGERS  
CITY CLERK

MATTHEW D. REYNOLDS  
FINANCE DIRECTOR

JASON L. SHAW, SR.  
CHIEF OF POLICE

MICHAEL LAMBERT  
CHIEF FIRE DEPT

DONALD E. HOLMES  
CITY ATTORNEY

## CITY OF PALATKA ADVISORY BOARD APPLICATION

I wish to apply for appointment to the \_\_\_\_\_ Board.  
I understand that, if appointed, I will serve in a volunteer capacity on this advisory board.

APPLICANT: Eddie M. Wilson (Must be at least 18 yrs. old)

Residence (911 Address) 411 S 19<sup>th</sup> St., Palatka, FL 32177 Phone: 904-759-5363  
Fax: \_\_\_\_\_

Business Name Caldwell Banker Ben Bates Phone: 386-328-6716  
& Address 3400 Crill Ave. St. 1 Palatka, FL 32177 Fax: 386-328-0551

(City Residents or business/property owners will be given preference when board member residency is not specified by statute or city ordinance)

Preferred Mailing Address: 411 S 19<sup>th</sup> St., Palatka, FL 32177

E-mail: eddie.wilson@caldwellbanker.com Daytime Phone: 904-759-5363

### PROFESSIONAL QUALIFICATIONS (Include occupation - attach additional sheet if necessary)

Realtor w/ Caldwell Banker Ben Bates  
Purchasing Agent w/ SJRWMD for 8 years  
Corporate Sales w/ Sprint Nextel for 5 years

### OTHER COMMENTS OR INFORMATION:

I just bought a home in the city after living in the county all my life. I want to see our city flourish. I love our community. I volunteer w/ Palatka Main Street.

AGREEMENT: by filing this document, I agree and understand that this document becomes a part of the official records of the City of Palatka, and I hereby certify that all the information contained herein is true, to the best of my knowledge. I also understand that, if appointed, the State of Florida may require me to file a financial disclosure with the Putnam Co. Supervisor of Elections within thirty (30) days of my appointment, and each year thereafter, covering my term of appointment.

Eddie M. Wilson DATE 3/7/16  
SIGNATURE OF APPLICANT

Applicants will be interviewed by the Palatka City Commission during regular public meetings.

PHONE: (386) 329-0100

201 N. 2ND STREET • PALATKA, FLORIDA 32177

www.palatka-fl.gov

FAX: (386) 329-0106



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**Grant permission to exceed allowable noise levels for Special Events Permit No. 16-28:** Arts Council Spring and Summer Concert Series; Saturday April 23, 2016; Saturday, May 14, 2016; Saturday, June 4, 2016; Friday, June 17, 2016; Monday, July 4, 2016 including permission to serve alcoholic beverages at the Riverfront Park from 3 pm until 10 pm on July 4th only; July 30, 2016; and Saturday, August 13, 2016, All concerts except the 4th of July shall occur between 5:00 pm until 9:00 pm - Arts Council of Greater Palatka/Denise Aiken, Applicant.

### **SUMMARY:**

The Arts Council has made application for the April 23, 2016; May 14, 2016; June 4, 2016; June 17, 2016; July 4, 2016 (grant permission to serve consume alcoholic beverages at the Riverfront Park from 3 pm until 10 pm); July 30, 2016; and August 13, 2016 Spring and Summer Concert Series Special Event. Although Class B special events can be approved by the Special Events Coordinator, this application contains requested waivers requiring City Commission approval. The noise variance is for amplified sound associated with the concert series.

### **RECOMMENDED ACTION:**

**Grant permission to exceed allowable noise levels during the Spring and Summer Concert Series on April 23, 2016; May 14, 2016; June 4, 2016; June 17, 2016; July 4, 2016 (grant permission to serve alcoholic beverages at the Riverfront Park from 3 pm until 10 pm); July 30, 2016; and August 13, 2016. All concerts except the 4th of July concert shall occur between 5:00 pm and 9:00 pm.**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Special Events Permit No 16-28 Arts Council of Greater Palatka Concert Series	Backup Material

### **REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Special Events	Crowe, Thad	Approved	4/6/2016 - 2:47 PM
City Clerk	Driggers, Betsy	Approved	4/6/2016 - 2:50 PM

APPLICATION # 16-28

(circle one below)

- CLASS A PERMIT – Filing Deadline: 60 days prior to event
- CLASS B PERMIT - Filing Deadline: 60 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. Arts Council og Greater Palatka
- b. CONTACT PERSON Denise Aiken TELEPHONE 386-328-8998
- c. Po Box 936, Palatka, FL 32178 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 Spring and Summer Concert Series

4. \_\_\_\_\_

5. DATE & HOURS OF DESIRED USE: April 23 May 14 June 4th June 17 July 4th July 30 August 13 (2016) 5 PM- 9PM

6. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)  
Amphitheater

7. ROAD CLOSURES: \_\_\_\_\_

8. REQUEST FOR NOISE VARIANCE(Dates and Times): All dates 7PM to 8:30 PM

9. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): July 4th Riverfront Amphitheater 3-10 PM

10. ESTIMATE OF ANTICIPATED ATTENDANCE 50 to 150

11. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT \_\_\_\_\_

12. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

- a. CLASS A: \_\_\_\_\_ \$300.00- 1,001 to 80,000 in attendance per day
- b. CLASS B: X \$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.





# CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: \_\_\_\_\_ Special Events Coordinator: \_\_\_\_\_

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

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

Name of Special Event/ Production: Arts Council of Greater Palatka's Spring and Summer Concert Series

Type of Event: Family- friendly concerts that are free and open to the public, increasing cultural accessibility to our community.

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

Concerts

Location of Event: Riverfront Park Amphitheater

Requested dates and time of events (not including set-up and break down):

April 23 May 14 June 4th June 17 July 30 August 13

	Date	Day	Saturday	Begin	7PM	End	8:30 PM
Event Day 1	_____	_____	_____	_____	AM/PM	_____	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) \_\_\_\_\_ at (time) \_\_\_\_\_

Break down will be completed by (Date) \_\_\_\_\_ at (time) \_\_\_\_\_

Event Sponsor/Organization Arts Council of Greater Palatka Inc.

Name of Promoter: \_\_\_\_\_ Tax Exempt No.: \_\_\_\_\_

**Fee Worksheet (to be completed by Special Events Coordinator)**

<b>“Class A” Event</b> Daily Fees (see fee schedule) Security Fees @ \$23/hr/Officer Green Container Fees @ \$15/container Refundable Deposit \$500.00	<b>“Class B” Event</b> Daily Fees \$100.00/day Security Fees @ \$23/hr/Officer Green Container Fees @ \$15/container Public Works Employees @ \$14.00/hr (no charge during normal working hours)	<b>“Class C” Event</b> Daily Fees \$50/day Security Fees @ \$23/hr/Officer Green Container Fee@\$15/container
--	---	--

Special Events Permit Fees \$ \_\_\_\_\_ Per day X \_\_\_\_\_ Days \$ \_\_\_\_\_

Law Enforcement (City)  
Police Officer(s) \$ 23.00 Per hour X \_\_\_\_\_ Officers X \_\_\_\_\_ Hours \$ \_\_\_\_\_

Fire Personnel \$ 23.00 Per hour X \_\_\_\_\_ Hours \$ \_\_\_\_\_

Building Inspector \$ 23.00 Per hour X \_\_\_\_\_ Hours \$ \_\_\_\_\_

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

Public Works Personnel # Personnel \_\_\_\_\_ X \_\_\_\_\_ Hours @ \$23/hour \$ \_\_\_\_\_

Electrician Services (only-no charge during regular working hours)

Electrician Personnel \$ 23.00 Per hour X \_\_\_\_\_ Hours \$ \_\_\_\_\_

Sanitation Equipment Fee

# Green Roll-Out Containers \_\_\_\_\_ X \$15.00 Per Container \$ \_\_\_\_\_

Additional Charges (List)

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

**TOTAL SPECIAL EVENT FEES (Sponsor/Promoter)** \$ \_\_\_\_\_

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

**APPLICANT INFORMATION:**

Name: Denise Aiken  
Telephone: 386-328-8998 Fax: \_\_\_\_\_ Cellular: 386-972-4717  
Address: P.O. Box 936 Palatka, FL 32178 Physical 216 Reid Street, Palatka, FL (Larimer Arts Center)

Name: Luke Taft  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cellular: 386-972-4003  
Address: P.O. Box 936 Palatka, FL 32178 Physical 216 Reid Street, Palatka, FL (Larimer Arts Center)

**Other Contacts/ Key Holders:**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cellular: \_\_\_\_\_

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cellular: \_\_\_\_\_

Estimated Peak Number of Participants (each day of event): 150 Day 1 \_\_\_\_\_  
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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number and proposed location of fire protection services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Inspection(s)- Date and time requested: \_\_\_\_\_  
\_\_\_\_\_

Electrician Services- Date and time requested: \_\_\_\_\_  
\_\_\_\_\_

Emergency medical services: Ambulance Locations(s) (note on site map): \_\_\_\_\_  
\_\_\_\_\_

Number of EMS Personnel required: \_\_\_\_\_

Number and proposed location for portable toilets: (note location on site map) \_\_\_\_\_  
\_\_\_\_\_

- Carnival location (if any) (note location on site map) \_\_\_\_\_
- Number of sanitation roll-out containers required 1 \_\_\_\_\_
- Location of parking/transportation services, if any: \_\_\_\_\_  
\_\_\_\_\_
- Type Transport Vehicles (Van, Buses, etc.) \_\_\_\_\_
- Location of security and emergency vehicle parking on site: \_\_\_\_\_  
\_\_\_\_\_
- Public street barricades/street closures/detours: (note locations on site map) \_\_\_\_\_  
\_\_\_\_\_
- Temporary Parking, directional Signage needed: \_\_\_\_\_  
\_\_\_\_\_
- Main emergency vehicle access to site (location-also note on site map): \_\_\_\_\_  
\_\_\_\_\_
- Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, Bleachers, hospitality tents, booths, etc.: (note on site map): Pop-up style tent on brick area of amphitheater  
\_\_\_\_\_  
\_\_\_\_\_
- Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map) \_\_\_\_\_  
\_\_\_\_\_
- Number and location of static/mobile displays (note on site map): \_\_\_\_\_  
\_\_\_\_\_
- Location of event staff management (headquarters): Amphitheater  
\_\_\_\_\_
- Staff Uniform Identification: \_\_\_\_\_
- Main sound system location: Brick area of amphitheater  
\_\_\_\_\_
- Number and location of special activities (launching areas, animal attractions, amusements Car shows, parade routes, competition courses, etc.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Number and location of temporary signs/banners: \_\_\_\_\_  
\_\_\_\_\_
- Number and location of promotional visual effects: \_\_\_\_\_  
\_\_\_\_\_
- Watercraft: \_\_\_\_\_
- Aircraft: \_\_\_\_\_
- Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.):  
\_\_\_\_\_  
\_\_\_\_\_
- Date(s) and times of setup/ breakdown: April 23 May 14 June 4th June 17 July 30 August 13 (2016) 5 PM- 9PM  
July 4th 3PM - 10PM
- Name(s) and Type of Musical Bands to Perform (dates & times of performance): \_\_\_\_\_  
April 23 May 14 June 4th June 17 July 30 August 13 (2016) 7PM- 8:30PM July 4th 5PM to 9PM  
Various bands suited for family friendly concerts
- Noise Abatement Requirements: \_\_\_\_\_  
\_\_\_\_\_
- Adjoining Properties Impacted (Notification needed?): \_\_\_\_\_  
\_\_\_\_\_
- Location, Dates and Times for Alcohol Ordinance Open Container Waiver: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Alcohol Sale Requirements (Temporary license, commercial establishment license, etc): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Handicapped Accessibility: \_\_\_\_\_  
\_\_\_\_\_

**Items Outstanding:**

- Outstanding Fees: \$ \_\_\_\_\_
- Site Plan Sketch
- 501(C) (3) Certificate of Exemption



N^

W 1st St

St Johns Ave

Memorial Pkwy

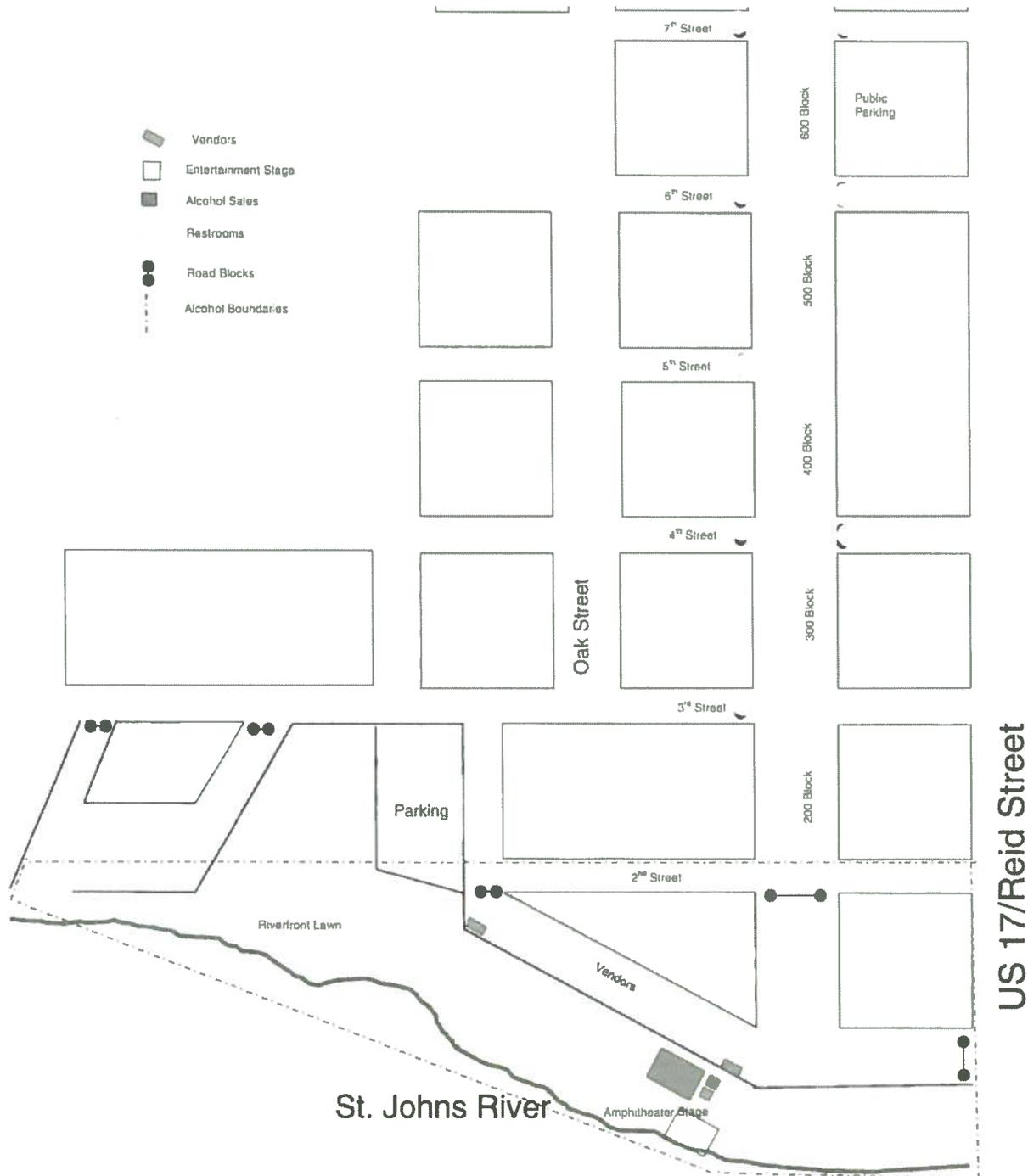
al Pkwy

Band and pop-up tent

**SECTION 5 – DESCRIPTION OF PREMISES TO BE LICENSED  
AB&T AUTHORIZED SIGNATURE REQUIRED**

Business Name (D/B/A) or Name of Event Arts Council of Greater Palatka Concert Series (For July 4<sup>th</sup>)

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises where the event will be held. A multi-story building where the entire building is to be licensed must show the details of each floor.





## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**APPOINTMENT** - Palatka Housing Authority Board - Three (3) year term to expire April 14, 2019 - two (2) Applicants

1. Marshal Fulgham (incumbent member since 4/2005)
2. Darryll W. Futch (Applicant)

### **SUMMARY:**

Marshall Fulgham's term on the Palatka Housing Authority Board expires on April 14, 2016. He has submitted his application for reappointment indicating his desire to continue to serve on this Board. He has been a member of this board since April, 2005. His attendance record was submitted with his application for reappointment and is attached. He lives within 5 miles of the Palatka City Limits, as statutorily required.

Darryll W. Futch has submitted his application for appointment to this Board. He lives within 5 miles of the Palatka City Limits, as required, and otherwise qualifies for appointment to this Board.

Statute states this appointment can be made by the Mayor with concurrence of the Commission.

### **RECOMMENDED ACTION:**

**Interview and appoint - Palatka Housing Authority Board, 3-year term to expire 4/14/19**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▢ M. Fulghum Application	Attachment
▢ D. Futch Application	Attachment
▢ Advertisement	Attachment

### **REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	3/30/2016 - 12:37 PM
City Clerk	Driggers, Betsy	Approved	3/30/2016 - 12:38 PM

TERRILL L. HILL  
MAYOR COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR COMMISSIONER

RUFUS J. BOROM  
COMMISSIONER

JUSTIN R. CAMPBELL  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



# CITY of Palatka FLORIDA

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

TERRY K. SUGGS  
CITY MANAGER

BETSY JORDAN DRIGGERS  
CITY CLERK

MATTHEW D. REYNOLDS  
FINANCE DIRECTOR

JASON L. SHAW, SR.  
CHIEF OF POLICE

MICHAEL LAMBERT  
CHIEF FIRE DEPT

DONALD E. HOLMES  
CITY ATTORNEY

## CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

I wish to apply for reappointment to the PALATKA HOUSING AUTHORITY Board.  
I understand that I will continue to serve in a volunteer capacity on this advisory board.

MEMBER: MARSHALL L. FULGHUM # of years' prior service: 2005  
Residence 105 PEAVINE COURT Phone: 386-937-7904  
(911 Address) PALATKA, FLORIDA 32177 Fax: 386-385-3740  
Business Name FULGHUM & ASSOCIATES LLC / REMEDY STAFFING Phone: 386-312-9804  
& Address 312 ST JOHNS AVENUE PALATKA, FLORIDA 32177 Fax: 386-385-3740  
(City Residents or business/property owners will be given preference when board member residency is not specified by statute or city ordinance) PO BOX 1012 PALATKA, FLORIDA 32178

Preferred Mailing Address: \_\_\_\_\_  
E-mail: MFULGHUM@LIVE1.COM Daytime Phone: 386-312-9804

AGREEMENT: By filing this document, I am indicating my desire to be reappointed to the advisory board upon which I currently serve. I also agree and understand that this document becomes a part of the official records of the City of Palatka, and I hereby certify that all the information contained herein is true, to the best of my knowledge. I also understand that, if appointed, the State of Florida may require me to file a financial disclosure with the Putnam Co. Supervisor of Elections each year covering my term of appointment.

[Signature] 03/10/2010  
SIGNATURE OF APPLICANT DATE

Chairman/Director: Please return this form, together with a copy of this member's attendance record, to Betsy Driggers, City Clerk, 201 N. 2nd Street, Palatka, Florida.

CHAIRMAN/DIRECTOR'S COMMENTS (if any) Mr Fulghum is a valued member of the Board. He participates in the process of providing policy guidance to the Authority and to the Director.

Chairman's/Director's Signature [Signature]

PHA BOARD OF COMMISSIONERS  
ATTENDANCE RECORD  
2013 - 2017

2013

	1/10/2013	3/14/2013	4/11/2013	7/11/2013	9/26/2013	11/14/2013
Annie Spell (EMERITUS)						
Gilbert Evans	X		X		X	
Marshall Fulghum	X	X	X	X	X	
Christine Bolden	X		X	X	X	
Emily Blevins	X	X	X	X	X	
Brenda Bivins	X	X	X	X	X	

2014

	1/15/2014	3/13/2014	4/10/2014	7/10/2014	8/6/2014	9/11/2014	11/13/2014
Annie Spell (EMERITUS)							
Gilbert Evans	X	X	X	X	X	X	X
Marshall Fulghum	X	X	X	X	X	X	X
Christine Bolden	X	X	X	X	X	X	X
Emily Blevins	X	X	X	X	X	X	X
Brenda Bivins	X	X	X	X	X	X	X

2015

	1/8/2015	1/15/2015	3/12/2015	4/16/2015	5/7/2015	6/17/2015	7/6/2015	9/1/2015	11/12/2015	12/21/2015
Annie Spell (EMERITUS)										
Gilbert Evans	X	X	X	X	X	X	X	X	X	X
Marshall Fulghum	X	X	X	X	X	X	X	X	X	X
Christine Bolden	X	X	X	X	X	X	X	X	X	X
Emily Blevins	X	X	X	X	X	X	X	X	X	X
Brenda Bivins	X	X	X	X	X	X	X	X	X	X

2016

	3/10/2016
Annie Spell (EMERITUS)	
Gilbert Evans	
Marshall Fulghum	
Christine Bolden	
Emily Blevins	
Brenda Bivins	

TERRILL L. HILL  
MAYOR COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR COMMISSIONER

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MICHAEL LAMBERT  
CHIEF FIRE DEPT

DONALD E. HOLMES  
CITY ATTORNEY

## CITY OF PALATKA ADVISORY BOARD APPLICATION

I wish to apply for appointment to the Housing Authority Board.  
I understand that, if appointed, I will serve in a volunteer capacity on this advisory board.

APPLICANT: Darryll W. Futch (Must be at least 18 yrs. old)  
Residence 134-Timber Lane Palatka Phone: 904-669-0138  
(911 Address) 134-Timber Lane Palatka Fax: 904-692-2842  
Business Name Futch's Power Dept 625 S. SR19 Phone: 904-692-3673  
& Address Futch's Power Dept 625 S. SR19 Fax: 904-692-2842

(City Residents or business/property owners will be given preference when board member residency is not specified by statute or city ordinance)

Preferred Mailing Address: 134 Timber Lane Palatka, Fl. 32177 -

E-mail: Dwfutch38@yahoo.com Daytime Phone: 904-692-3673

### PROFESSIONAL QUALIFICATIONS (include occupation - attach additional sheet if necessary)

President of Futch's Tractor Depot and Futch  
Enterprise. Employee OVER 50 EMPLOYEES. BEEN SELF-EMPLOYED  
FOR OVER 25 YEARS IN PALATKA AREA. FORMER OWNER  
OF FUTCH'S LANDSCAPE INC AND TOWNMAN FENCE COMPANY

### OTHER COMMENTS OR INFORMATION:

IN 1995 TILL 2002 HAD OVER 50 RENTAL PROPERTIES  
IN PALATKA AREA. HAD A GOOD RELATIONSHIP WITH HOUSING  
AUTHORITY DURING THAT TIME.

AGREEMENT: by filing this document, I agree and understand that this document becomes a part of the official records of the City of Palatka, and I hereby certify that all the information contained herein is true, to the best of my knowledge. I also understand that, if appointed, the State of Florida may require me to file a financial disclosure with the Putnam Co. Supervisor of Elections within thirty (30) days of my appointment and each year thereafter, covering my term of appointment.

SIGNATURE OF APPLICANT

3/9/2016

DATE

Applicants will be interviewed by the Palatka City Commission during regular public meetings.

201 N. 2ND STREET • PALATKA, FLORIDA 32177

PHONE: (386) 329-0100

www.palatka-fl.gov

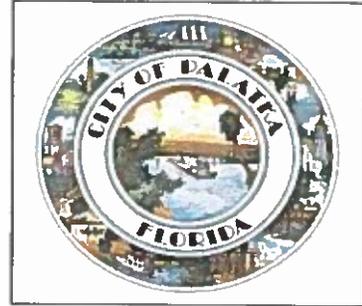
FAX: (386) 329-0106

# **PRESS RELEASE:**

**03/02/2016**

**City of Palatka  
201 N. 2<sup>nd</sup> Street  
Palatka FL 32177**

[www.palatka-fl.gov](http://www.palatka-fl.gov)



For more information concerning this Press Release, contact Betsy Driggers, City Clerk; 386-329-0100 ext. 211 or [bdriggers@palatka-fl.gov](mailto:bdriggers@palatka-fl.gov)

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## **RE: Palatka accepting applications for Palatka Housing Authority Board**

The City of Palatka is accepting applications for appointment to the Palatka Housing Authority (PHA) Board of Directors. PHA Board members serve in a volunteer capacity and are appointed by the Mayor, with concurrence of the Palatka City Commission. To qualify for this appointment, you must reside in Palatka or within 5 miles of Palatka City limits. Applications will be accepted until 12:00 noon on March 16, 2016.

PHA Commissioners serve as the governing officers of a public-corporate entity that functions as a developer and landlord of local low-income housing programs. Some of the principal responsibilities are:

- Providing leadership and advocacy for public housing
- Setting policies governing the operations of the PHA
- Ensuring that the PHA operates within the law and according to HUD regulations;
- Adopting operating budgets
- Assisting in establishing policies to prevent fraud, abuse, mismanagement and discrimination.

Commissioners help keep the community focused on the PHA's mission to provide decent, safe and sanitary housing for residents, and help set goals for assisted housing. The Board holds six regular bimonthly meetings per year at the PHA offices, and also meets periodically to address time-sensitive issues.

More information and applications can be obtained from Palatka's City Hall, 201 N. 2<sup>nd</sup> Street, Palatka in person or by email to Betsy Driggers at [bdriggers@palatka-fl.gov](mailto:bdriggers@palatka-fl.gov) .



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**PUBLIC HEARING & RESOLUTION** - Annual Fire Assessment

**a. PUBLIC HEARING** on non-ad valorem Fire Service Assessments for FY 16-17

**b. ANNUAL ASSESSMENT RESOLUTION** for Fire Service Assessments for FY 16-17 based on same rates and exempted property direction given by City Commission FY 15-16  
- Adopt

### **SUMMARY:**

An abbreviated Executive Summary is based on same Fire Department related cost budgeting as last year. This item carries out general City Commission multiple-year fiscal stewardship goals of lowering City property tax rate, beginning to build up depleted City reserves, and sharing constant costs of fire protection availability more broadly.

Anticipated assessment collections are on schedule as budgeted. The same rates, and same exemptions (50% reduction) for institutional properties like churches were noticed and advertised - and cannot be raised without another mailed notice and re-advertisement. Unpaid FY 15-16 accounts will have until early August to pay directly at City Clerk's office. As planned and budgeted, transition to collection on same bill as taxes will be implemented.

As required by Ordinance, reminder notices for FY 15-16 will be mailed shortly along with any omitted direct bills involving 'blocked' addressees (which number 114). Very few hardship applicants have participated or attempted to qualify. Going forward, hardship determinations continue to be available to constituents and for the City to implement until property taxes go delinquent each year. The website is updated regularly. All information on the City website is up to date and the Quick-search engine has also been updated to also show balances due for every tax parcel. Bills can always be reprinted from any computer via the internet.

### **RECOMMENDED ACTION:**

**After listening to any public comment at public hearing, move to adopt Annual Assessment Resolution**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▢ Executive Summary (updated)	Exhibit
▢ Fire Assessment Resolution FY 2016/17	Resolution

**REVIEWERS:**

**Department**

City Clerk  
City Clerk

**Reviewer**

Driggers, Betsy  
Driggers, Betsy

**Action**

Approved  
Approved

**Date**

4/4/2016 - 6:02 PM  
4/4/2016 - 6:03 PM

March 31, 2016

Honorable Mayor Terrill Hill and  
City Commission Members  
City of Palatka, Florida  
201 North 2<sup>nd</sup> Street  
Palatka, Florida 32177

**Re: 2016-17 Executive Summary Report  
Fire Budget and Assessment Review  
City of Palatka, Florida**

Dear Mayor Hill and City Commission Members:

This is a written executive summary report, which among other things, summarizes a budget analysis, describes a simplified apportionment method and provides a funding (amount) scenario for decision-making purposes. This information then necessarily will allow for the resultant determination of the proposed assessment for any specific tax parcel, whether developed or undeveloped, in the entire community. This summary report also incorporates and references the Executive Summary Report, titled an "Overview of Simplified Fire Protection Assessment Apportionment Strategy", which was submitted to the City of Palatka on June 12, 2015.

## **INTRODUCTION**

The City of Palatka in Putnam County adopted a special assessment in August of 2015 to defray at least some part of the annual operating and capital costs associated with the Palatka Fire Department (PFD). Special assessments comprise a levy made against certain real property to recover all or part of the cost of a specific service or capital improvement deemed to benefit those real properties.

When the assessment program was adopted, it was understood the reasoning and the use of the simplified funding strategy and apportionment methodology (sometimes called "Simplified Fire") underlying the program would remain unaltered or *evergreen*. Then each year the Simplified Fire methodology would be applied to other statutorily standardized and publicly maintained data certified to the Department of Revenue. This creates a sturdy, verifiable and self-correcting process year after year. The City has directed that this document and our work be based upon and not exceed the 2015-16 assessment rates and a budget substantially comparable to the 2015-16 annual fire service budget. It is understood, however, that in the future, assessment rates or practices, the annual budget and conditions attributed to each tax parcel might change from year to year.

In brief, the methodology for calculating the assessment in Palatka stems from a series of considerations associated with the relative value of all improvements in the City, the number of tax parcels in the City subject to the assessment, and an allocation of the anticipated fire department budget reflecting two defined tiers of costs. As described in GAI Consultants, Inc. detailed report, dated June 12, 2015, the costs allocated to Tier 1 are those which are largely, but not exclusively, variable and indeterminate. The costs allocated to Tier 2 are largely recurring based

on an expected staffing level necessary to maintain a certain standard of departmental readiness or preparedness. These latter costs are primarily labor costs and largely, but not altogether, fixed. The combination of both tiers in the adopted assessment program has logical and identified relationships to the benefits, burdens and costs associated with availability of service to the affected tax parcels, creating a strong, rational, and proportionate funding vehicle that can be further linked to, or supplemented by, other legally available resources.

This executive summary again comments on relevant legislation or case law associated with assessments generally, summarizes findings associated with a review of the anticipated fire department budget for FY 2016-2017, and provides parameters for the upcoming assessment, assuring the methodology and procedures outlined in the original Simplified Fire analysis and previously implemented by the City are maintained.

## LEGAL CONTEXT

**Special Assessments in General, Florida Law.** Special assessments are a dedicated revenue source available to general purpose local governments to fund capital improvements or essential services. While discussion of the law governing special assessments included herein should not be construed as a legal opinion, there are legal guidelines to draw upon in laying out an assessment methodology which conforms to accepted principles and practices necessary to achieve legal validity. As established by Florida case law, two requirements exist for the imposition of a valid special assessment.

- ▶ The property assessed must derive a *special benefit* from the improvement or service provided; and
- ▶ The assessment must be *fairly and reasonably apportioned* among the properties receiving the special benefit.

Under both Florida's case law and certain statutory components, it is well settled that the benefit required for a valid special assessment may be measured or benchmarked against something other than simply an increase in real property market value. The concept of benefit also includes the relief of a burden or demand created by property as well as added use and enjoyment of the real property. The benefits, then, can be conceptual, but they must be capable of being evaluated by some metric and being apportioned in some reasonable manner. It is not necessary that the benefits be direct or immediate, but they must be substantial, certain, and capable of being realized within a reasonable time.

The benefits must be distinguishable or different from those of non-assessed properties but they may coincidentally extend to non-assessed properties. Specifically, Florida's case law, as well as its statutory regime relating to special assessments, supports substantial latitude both in the means by which *benefit to or relief of burden created by* real property is identified and determined and the subsequent manner by which an assessment itself is *calculated or apportioned*. Though Florida law requires that special assessments funding improvements or services must be fairly and reasonably apportioned, the State's Supreme Court has held that the method of apportionment is immaterial and may vary provided the amount of the assessment for each property *does not exceed the proportional benefits it receives compared to other properties*. All of these relevant legal issues were addressed by the City before the local court before the City commenced the collections of its Fire Service Assessments last year and by law remain binding.

**Judicial Approval of Simplified Fire in the City of Palatka.** Mr. Lawson, Mr. Dinkins and Mr. Holmes took the City through a judicial validation procedure in 2015 which involved the City's Simplified Fire apportionment approach, and the City Commission proceeded only to collections once it had obtained a favorable ruling from the Circuit Court without appeal. On September 10, 2015, the Circuit Court in and for Putnam County validated proposed revenue bonds based on the imposition of fire protection assessments using the Simplified Fire method made available for the City's use and detailed in the original GAI report. This validation entailed a detailed and well-reasoned judicial approval of the assessments and the Simplified Fire apportionment methodology associated with

them. The validation serves the function of, among other things, providing finality to the legality of the City's chosen assessment regime. This same Simplified Fire approach is the subject of this Executive Summary.

The Fire Service Assessments, by law, are imposed by the City Commission, not the Property Appraiser or Tax Collector. Florida case law clearly provides that any collection activity of the Property Appraiser or Tax Collector provided for as a result of the City Commission imposing the Fire Service Assessments under the provisions of the City's Ordinance or Annual Assessment Resolution shall be construed solely as ministerial.

The Final Judgment expressly provides that "[t]he Fire Service Assessments are not imposed by the Putnam County Property Appraiser or the Putnam County Tax Collector. The statutory duties of the property appraiser and the tax collector are unaffected by the City's use of information produced by such entities. Any duties of the property appraiser or the tax collector in regards to the collection of the Fire Service Assessments under section 197.3632[, Florida Statutes,] are wholly ministerial and the property appraiser and the tax collector are without any discretion with regard to the collection of Fire Service Assessments on the tax notice once the City elects to use this method and complies with the requirements of the statute." This Executive Summary features one in many actions of careful compliance with the Assessment Ordinance and all general law provisions.

## **OVERVIEW OF SIMPLIFIED FIRE APPORTIONMENT METHOD, RECENT DEVELOPMENTS**

That local governments are afforded great latitude under Florida law with respect to legislative determinations concerning special benefit and reasonable apportionment is well settled law. No single apportionment methodology has emerged as preferable in the governing case law for a given service or improvement. So long as the apportionment is reasonable and not arbitrary, the assessment is generally capable of withstanding legal challenge.

The reasoned Simplified Fire assessment methodology described in this executive summary has been expressly focused upon and judicially validated in circuit court by Mr. Lawson, including Hernando County (Brooksville), Pinellas County (St. Petersburg), and Polk County (Haines City), Bay County (City of Springfield), and Putnam County (City of Palatka). The concept was subsequently subjected to a challenge and recently upheld by the Florida Supreme Court. The Florida Supreme Court has now also expressly confirmed the use of the two-tiered approach and legal construct (relative improvement value and per tax parcel) upon which Simplified Fire is premised. In *Morris v. City of Cape Coral*, 163 So. 2d 1174 (Fla. 2015), the Supreme Court addressed a line of reasoning from prior cases, reiterating that the determination of whether a special assessment confers a special benefit on property is not based on whether the benefit is "unique" to that property, but instead whether there is a logical relationship between the assessment on a property and the benefit conferred upon that property. Decisions that seemed to indicate the contrary, including *St. Lucie County-Ft. Pierce Fire Prevention & Control District v. Higgs*, 141 So. 2d 744 (Fla. 1962), turned solely on invalid apportionment, not on inadequate benefit to property. This holding is similar to the argument made by the City of Springfield and the City of Haines City in their validations and in an amicus curiae brief filed in *Morris* by Haines City and Springfield (the "Municipalities").

The Municipalities filed an amicus brief because the Cape Coral methodology in *Morris* had been taken, almost verbatim in some instances, from the methodology in reports and work previously delivered to Haines City and Springfield and had been represented by Cape Coral in the circuit court as almost identical work and approach provided to other cities by Mr. Lawson, GAI, and Ennead LLC. In fact, Cape Coral's expert testified at the trial level hearing that the methodology of the four cities where Mr. Lawson, GAI and Ennead LLC had previously developed each of those programs (including Brooksville and St. Petersburg alongside Springfield and Haines City) and validated the Simplified Fire methodology was "almost exactly the same" as the Cape Coral methodology. The Supreme Court opinion in *Morris* noted significant calculation errors made by Cape Coral (affecting some 8% of parcels), but determined that it could validate Cape Coral's bonds and the fire assessment methodology despite such errors. In doing so the Supreme Court also adopted the logic and analysis in the amicus brief filed by Mark G. Lawson, P.A., for the Municipalities.

The wider impact of Morris is that the legal and conceptual use of a two-tiered Simplified Fire methodology presented in this Executive Summary, and the 'almost exactly the same' method used in Cape Coral, has been determined legally sufficient, valid and approved by the Supreme Court on appeal as compliant with case law and thus not arbitrary nor invalid.

Morris should not be construed to mean that local governments considering the use of special assessments should adopt a particular apportionment methodology solely on the basis of its use elsewhere. The failure to perform a factual and reasoned analysis specific to a set of circumstances in each community can expose another community to legal and political challenges based upon factual differences and/or well-intentioned, but unnecessary use of raw public data. Florida's local governments vary in their needs, composition, and policies. The well settled implication is local governments are free to select an apportionment methodology which provides competent and substantial means to share the benefits, burdens, and costs of the fire protection budget and represents the best fit in terms of cost, ease of implementation, and political acceptance not only with respect to affected landowners, but also in consideration of the staff required and resources involved with maintenance of the assessment program from year to year.

The parcel identification and classification system required by law to be maintained by the local property appraiser and tax collector will always be sustained and updated over the years as properties within Palatka develop and change. The use of such classification and statutorily required end product of each community's mass appraisal system and description of tax parcels is publicly prepared, stable, readily accessible, reasonably consistent and accurate, maintained without cost to the City and capable of being used from year to year without extraordinary consumption of resources better expended to address other fire protection related issues. Accordingly, the assessment approach again contemplated by the City relies upon such system as a stable, reasoned and standardized resource. Attempts by other methods to focus on demand characteristics, call data, or timing or working data used by the Property Appraiser create complexities that Simplified Fire simply avoids.

Importantly, the City's use of its Simplified Fire strategy and method should not create friction with the local Property Appraiser because it only uses data for tax parcel identification and valuation purposes in a context that is not foreign to that for which it was prepared. Smart and effective use of technology and processes already available industry-wide have made this process quite effective since its inception in the late 1980's.

## **BUDGET REVIEW**

The City has directed us to use the 2015-16 PFD budget of \$2,100,952 for planning purposes. As done in our original analysis, we considered the possible impacts, if any, of advanced life support (ALS) and emergency medical services (EMS) of the City's fire budget because only first response medical aid routinely delivered by firefighters can be funded through special assessments.

As is often the case with municipalities, the lines between first response and more intensive care may be blurred when examining the PFD budget. In Palatka, the role of life support and transport falls exclusively to the Putnam County Emergency Medical Services, meaning the cost of such services does not appear in the PFD budget.

Because the potential exists for EMS costs to bleed into Palatka's fire budget, even though there appears to be no direct manner in which this could happen, we have elected to exclude even the appearance of funding EMS services by further eliminating any costs associated with any training programs undertaken by the PFD as is demonstrated in Table 1. In order to ensure compliance with Florida case law regarding the funding of EMS, those costs would be funded instead by other legally available means and the balance of the budget would comprise legally assessable costs and be absorbed through the combination of Tier 1 and Tier 2 assessment revenues. Because of this careful budget analysis, it can be reasoned plausible and realistically that all costs in the adjusted or remaining PFD budget are appropriate for recovery through special assessments in the manner described in this analysis.

The use of the adjusted PFD budget presents a very conservative approach with exclusion of costs that might be construed to be in support of ALS excluded to avoid debate as to compliance with case law.

## **GUIDELINES FOR CURRENT ASSESSMENTS**

It is well-settled in Florida case law that local governments, should they impose an assessment, are not required to fully fund that service or improvement through the special assessment itself. The local government may determine, entirely in its own discretion, to fund some portion of the overall cost with general fund or other legally available revenues. An example of other revenues would be impact fees charged to some new developments that may require the fire department to expend additional resources. To be clear, a local government may not impose an assessment for the same portion of capital items purchased with impact fees. For this reason, it was verified that the City of Palatka does not collect impact fees, and none are applied to expenditures found in the PFD budget.

Table 1 below summarizes the maximum percentage allocation between the two tiers that should be sustained if the City were to modify the actual sum of the assessment adopted. This is shown for illustrative purposes.

**Table 1.  
 Tier Allocation**

	<b>Tier 1</b>	<b>Tier 2</b>	<b>ALS Adjustment</b>	<b>Total</b>
<b>Distribution</b>	29.3%	70.7%	1%	100%
<b>Maximum Dollar Amount</b>	\$615,973	\$1,484,979	\$23,000	\$2,100,952

It is recognized that in the ongoing budget process the indicated sums may be modified. Insubstantial modifications to the budget used will not materially affect this analysis. Due to statutory notice requirements involved with the imposition of assessments, a substantial increase in the budget used will also not have a material effect on this analysis as all increases must be funded with other legally available funds. However, a large and substantial decrease in the budget provided by the City for our use may impact our analysis.

## **EXCLUSION OF CERTAIN PARCELS**

Research reveals there are approximately 4,433 tax parcels within the boundaries of the City that are potentially affected by the analysis and approach outlined herein. Among these, approximately 50 tax parcels may not benefit from fire protection services or are otherwise inappropriate or infeasible to assess based on physical configuration, such as submerged or undevelopable lands, resulting in 4,383 "assessable" tax parcels. Of these, there are 137 tax parcels owned by governmental entities which must be excluded since "governmentally-owned" parcels which are used by the government for public purposes cannot be subject to special assessment. An additional 106 "institutionally-owned" tax parcels (e.g. churches, non-profits, etc.) may be exempted, at the City's discretion, based on public policy determinations. It is noted that four (4) tax parcels have been designated as "agricultural", and they will be subject to recent legislation possibly affecting their assessment status after that law becomes effective on November 1, 2017. Currently, any exemption or buy-down of these parcels is at the discretion of the City.

In the 2015-16 assessment billing, the City appealed to governmentally-owned tax parcels to voluntarily pay their share of fire service costs. Also, based on a public policy decision, the City approved a 50% reduction in assessment charges to all institutionally-owned tax parcels. Extraordinary effort was made after assessments had been mailed to identify institutionally-owned tax parcels whose designation did not indicate that they were institutionally-owned. This is an on-going annual process in dealing with public data as it changes constantly.

Amounts associated with any exemption of tax parcels from the assessment must be funded through other legally available funds of the City.

## **SUMMARY CONCLUSION**

Determinations of relief of burdens caused by various tax parcels within the City, the benefit to property, the amount to be imposed for costs associated with the Fire Service Assessments, and the fair and reasonable apportionment of the Fire Service Assessments for the upcoming fiscal year are fairly supported, among other things, by this Executive Summary and the Final Judgment.

## **FUNDING EXAMPLES**

Using available certified data, ENNEAD LLC has supplied Appendix A which is a funding example based on the Simplified Fire apportionment method and the guidelines above and the most recent Palatka Fire Department budget to reflect amounts to be collected using the same bill as for taxes. This example is provided to assist the City Commission in its decision-making role.

## **CONNECTION WITH PRIOR WORK**

This Executive Summary and the appended information incorporate by reference GAI's prior Executive Summary dated June 12, 2015 and work placed in the record before the City Commission at its public hearings on this matter. Consistent with that record, the content of this executive summary provides a reasoned review and analysis of information, facts and circumstances associated only with the City of Palatka and is exclusively for the use by the City Commission of Palatka.<sup>1</sup>

Sincerely,

**Camilla A. Augustine**  
**Ennead L.L.C.**

cc: Terry K. Suggs, City Manager  
Matt Reynolds, Finance Director  
Mike Lambert, Fire Chief  
Don Holmes, City Attorney  
Mark G. Lawson, P.A., special counsel

Attachment: APPENDIX A, FY 2016-17 FUNDING EXAMPLE

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<sup>1</sup> This information presents intellectual property made available for the use of the City, is copyrighted, and reproduction or use for any other purpose is prohibited.

## **APPENDIX A**

### **FY 2016-17 FUNDING EXAMPLE**

The following funding example is provided for illustrative purposes to demonstrate application of the Simplified Fire methodology contemplated by this Executive Summary. The dollar amounts are approximations and may reflect minor rounding errors. The annual amount of any assessments actually imposed will depend upon direction of City Commission, its staff and fire officials with respect to the underlying variables (such as the tax parcels to be excluded from the assessment for legal or public policy reasons and the authorized level of assessment funding). The percentage of costs attributable to each tier in a given fire department's budget may vary from year to year, and the percentage allocations for the PFD budget may be quite different from the allocations for fire department budgets in other municipalities or counties. Clearly, the City Commission has great policy flexibility in determining the level of assessment funding each year. The greater the contribution from the general fund will result in a lower amount of the assessment imposed against each tax parcel to fund the fire protection budget and vice versa. This combination of funding sources is itself a significant tax equity tool.

As discussed elsewhere herein, while it is legally permissible to assess for the entire cost of providing fire protection service, most jurisdictions choose to continue to pay for some portion of the overall cost through general fund transfers so as to implement and annually maintain the fire protection assessment at a politically acceptable level. The level of assessment funding may increase or decrease over time, depending on the policy determinations of the governing body. There is no need to distinguish between residential and commercial classification for purposes of calculating either tier of the assessment. The first tier is derived from the relative value of improvements associated with the tax parcel (typically excluding land) as determined solely by the Putnam County Property Appraiser's office from year to year, using values certified to the Department of Revenue as part of its statutory appraisal process. The second tier focuses on the core fixed costs per tax parcel necessary to continually be ready to serve. The latter is obviously dependent upon the number of tax parcels within the City.

It is important to note that the annual assessment amounts set forth in the example do not include collection and administration costs. In 2016-17, the base assessment for each tax parcel will be adjusted as directed prior to the submittal of the Certified NAV Assessment roll, to include a pro rata share of administration and collection costs associated with the assessment program, including a portion of the fees imposed by the property appraiser, tax collector and the maximum statutory discount for the early payment of ad valorem taxes and non-ad valorem assessments, all of which are associated with use of the uniform collection method.

Also, the City has carefully provided mailed, published and constructive notice to all affected property owners explaining that an amount equivalent to the balance due for any delinquent or unpaid Fire Service Assessment for Fiscal Year 2015-16, when applicable to individual tax parcels, will be added to the Fire Service Assessment for Fiscal Year 2016-17 (this being more fair to the property owner, reasonably necessary to fairly recover resulting fire protection budget shortfalls advanced or experienced by the City, and avoids expensive collection or enforcement costs). For those Fire Service Assessments for Fiscal Year 2015-16 not paid in full by early August, 2016, then an equivalent amount to the unpaid balance will be included in the certification of the Fire Service Assessment roll to the Tax Collector for each affected tax parcel and collected on the same bill as for taxes pursuant to the Uniform Assessment Collection Act. When that occurs, then any existing lien of record on the affected parcel for the delinquent Assessment will simply be supplanted and replaced by the lien resulting from certification of the Fiscal Year 2016-17 non-ad valorem Fire Service Assessment roll to the Tax Collector.

**Example: Using the same rates as FY 2015-2016 for FY 2016-17, the following demonstrates approximate Gross Revenue of \$1,670,548.92, and an approximate and Net Assessment Revenue of \$1,321,962.41<sup>2</sup> (63% of the anticipated Fire Service Budget of \$2,100,952).**

Gross amount recovered via Tier 1 of the assessment (relative value of improvements):	\$ 1,122,673.92
Gross amount recovered via Tier 2 of the assessment (readiness to serve per parcel):	\$ 547,875.00
<b>Gross total amount recovered from Tier 1 &amp; Tier 2:</b>	<b>\$ 1,670,548.92</b>

Example 1 Rates:

**\$2.46 per \$1,000 in Relative Value of Improvements**  
**\$125.00 per Parcel**

“Vacant (Unimproved)” with Improvement value = \$0.00

Tier 1 assessment (relative value of improvements) =	\$ 0
Tier 2 assessment (per parcel) =	\$ 125.00
<b>Base annual assessment =</b>	<b>\$ 125.00</b>

SFR improvement value = \$25,000.00

Tier 1 assessment (relative value of improvements) =	\$ 61.50
Tier 2 assessment (per parcel) =	\$ 125.00
<b>Base annual assessment =</b>	<b>\$ 186.50</b>

Improvement value = \$100,000.00

Tier 1 assessment (relative value of improvements) =	\$ 246.00
Tier 2 assessment (per parcel) =	\$ 125.00
<b>Base annual assessment =</b>	<b>\$ 371.00</b>

Improvement value (All Governmentally-owned) = \$102,131,470

Tier 1 assessment (relative value of improvements) =	\$ 251,243.42
Tier 2 assessment (138 parcels) =	\$ 17,250.00
<b>Base annual assessment =</b>	<b>\$ 268,493.42</b>

Improvement value (All Institutionally-owned) = \$59,730,154

Tier 1 assessment (relative value of improvements) =	\$ 146,936.18
Tier 2 assessment (106 parcels) =	\$ 13,250.00
<b>Base annual assessment =</b>	<b>\$ 160,186.18</b>

<sup>2</sup> Governmentally-owned property cannot be subject to special assessment. The "cost" of exempting governmentally-owned parcels in the Example shown is approximately \$268,493.42. Institutionally-owned parcels may be exempted as a policy. The "cost" of exempting institutionally-owned parcels at the Example shown is approximately \$160,186.18. Assessing institutionally-owned tax parcels at 50% of their assessment amount would "cost" approximately \$80,093.09. Net revenue, exempting governmentally and institutionally-owned parcels (at 50%), is approximately \$1,341,962.41 or 63% of the total PFD budget.

RESOLUTION NO. 2016-12-\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, APPROVING THE FISCAL YEAR 2016-17 NON-AD VALOREM ASSESSMENT ROLL FOR FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS; ADDRESSING THE COLLECTION OF AN AMOUNT EQUIVALENT TO UNPAID FIRE SERVICE ASSESSMENTS, IF ANY; DIRECTING CERTIFICATION OF THE ASSESSMENT ROLL AND COLLECTION PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; CONFIRMING REQUIRED STATUTORY NOTICE AND IMPOSING AND LEVYING FIRE SERVICE ASSESSMENTS; PROVIDING DIRECTIONS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AS FOLLOWS:

ARTICLE I  
INTRODUCTION

**SECTION 1.01. AUTHORITY.** This Resolution of the City Commission (the "Commission") of City of Palatka, Florida (the "City") is adopted pursuant to City Ordinance No. 15-14 (the "Assessment Ordinance"), City Resolution No. 2015-11-19 (as may be amended, supplemented and confirmed from time to time, the "Initial Annual Assessment Resolution"), sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

**SECTION 1.02. DEFINITIONS.** This Resolution is the Annual Assessment Resolution for the Fiscal Year (sometimes also called the budget year) commencing October 1, 2016 contemplated by Section 2.05 of the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Assessment Ordinance and the Initial Annual Assessment Resolution.

**SECTION 1.03. FINDINGS.** It is hereby ascertained, determined and declared as follows:

(A) Pursuant to the Assessment Ordinance, the City adopted the Initial Annual Assessment Resolution imposing special assessments to provide for the funding of fire protection services, facilities and programs, and providing for annual collection thereof pursuant to the direct billing method of collection described in Article III of the Assessment Ordinance.

(B) Prior to commencing collection, the City obtained a judicial determination from the Circuit Court of the Seventh Judicial District of the State of Florida in and for Putnam County that validated and confirmed, among other things, the legality and validity of the Assessment Ordinance, the Initial Annual Assessment Resolution, the reasoned ability to legally rely upon the imposition of special assessments in the form of Fire Service Assessments to

annually fund fire protection essential services and fund and finance associated capital improvements and equipment, the method of apportioning the Fire Service Assessments among the real property subject thereto, the burdens relieved and special benefit conveyed by the fire protection services and facilities funded in part through the Fire Service Assessments, the superior nature of lien of the Fire Service Assessments and the legality of all proceedings and matters in connection therewith (the "Final Judgment"). Each property owner was then provided a direct-mailed bill for Fiscal Year 2015-16 specific to each property assessed and additional notice and information concerning the anticipated non-ad valorem Fire Service Assessment for Fiscal Year 2016-17. On March 26, 2016 an additional notice was published in a newspaper of general circulation. Such notices briefly explained the collection process for an amount equivalent to any unpaid amount due and how the City Commission expected to collect unpaid assessments, or amounts equivalent thereto which otherwise create City budget shortfalls and diminish operating reserves, as well as fund and collect future year's Fire Service Assessments.

(C) The Assessment Ordinance provides for the adoption each year of an Annual Assessment Resolution approving, confirming or amending the Fire Service Assessment Roll.

(D) In late 2015 the City scheduled and provided mailed notice of a public hearing for April 14, 2016, to consider adoption of the Fire Service Assessment Roll for Fiscal Year 2016-17, and included a statement of intent not to increase the rate of assessment.

(E) Notice required by law of such public hearing was individually mailed by first class mail to each affected property owner in compliance with Section 2.08 of the Assessment Ordinance and the Uniform Assessment Collection Act along with each direct bill in November 2015 and proof of mailing is attached hereto as Appendix A.

(F) Additional and extraordinary interactive notice has also been timely and continuously available both before and since November 2015 on the internet on the City's website at: <http://quicksearch.ennead-data.com/Palatka> and <http://www.palatka-fl.gov/257/Fire-Service-Assessment> with additional access available via computer terminal upon request available during business hours to the public at City Hall.

(G) Constructive notice in the form of a General Notice has been additionally recorded in the Official Records of Putnam County, Florida, a copy of same is attached hereto as Appendix B.

(H) Notice required by law of such public hearing was additionally published in compliance with Section 2.04 of the Assessment Ordinance and the Uniform Collection Assessment Act on March 25, 2016 and proof of publication is attached hereto as Appendix C.

(I) On April 14, 2016, at its regularly scheduled meeting, the City Commission again received and reviewed a Fire Budget and Assessment Review updated and prepared by Ennead, LCC (the "Executive Summary") and considered same along with advice and input from City officials and staff, and commenced the annual formal notice and budget consideration

process for use of the Fire Service Assessment as a component part of the overall annual City budget by confirming proposed rates of assessments, and provided other direction.

(J) The Fire Service Assessment Roll (along with additional explanatory information on the City's website) has heretofore and continues to be made available for inspection by the public. All notice required to be provided to a property owner in the manner required by the Uniform Assessment Collection Act and the Assessment Ordinance, including but not limited to all notice required by section 3.02(F) and 3.03 thereof, has been duly provided.

(K) A public hearing was held on April 14, 2016 and comments, concerns and objections of all interested persons have been duly received, heard and considered. Additionally, the City Commission again reviewed the updated Executive Summary and all matters referenced and incorporated therein. All of the foregoing has been considered in the context of public discussion or comment upon the subject of funding fire protection services, facilities and programs at regularly scheduled meetings and workshops of the City Commission on several occasions including April 9, 2015, July 9, 2015, July 23, 2015, August 6, 2015, August 18, 2015, September 10, 2015, September 24, 2015, October 22, 2015, March 24, 2016, and April 14, 2016, as well as the overall fiscal and other circumstances of the City.

(L) The Assessments contemplated in this Resolution are imposed by the City Commission, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

(M) The Final Judgment expressly provides that "[t]he Fire Service Assessments are not imposed by the Putnam County Property Appraiser or the Putnam County Tax Collector. The statutory duties of the property appraiser and the tax collector are unaffected by the City's use of information produced by such entities. Any duties of the property appraiser or the tax collector in regards to the collection of the Fire Service Assessments under section 197.3632[, Florida Statutes,] are wholly ministerial and the property appraiser and the tax collector are without any discretion with regard to the collection of Fire Service Assessments on the tax notice once the City elects to use this method and complies with the requirements of the statute." The City has fairly and carefully complied with the Assessment Ordinance and all general law provisions.

(N) The legislative determinations and findings set forth in the Initial Annual Assessment Resolution, as amended, and the Final Judgment have again been considered and are also hereby in context incorporated herein by reference.

(O) The City Commission hereby finds and determines that the Fire Service Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding associated fire protection services and facilities by fairly and reasonably allocating a portion of the cost thereof among specially benefitted property.

**ARTICLE II  
ASSESSMENT**

**SECTION 2.01. RATIFICATION AND CONFIRMATION.** The benefits to property and methods of apportionment provided for herein, and the use of proceeds of the non-ad valorem assessment to pay for capital equipment and facilities have previously been judicially validated as for proper, legal and paramount public purposes and fully authorized by law by the Circuit Court of the Seventh Judicial District of the State of Florida in and for Putnam County; and, are hereby ratified, confirmed and advanced as being employed and similarly used by and for the purposes of this Resolution. For the purposes of supporting and adopting this Resolution the determinations in the foregoing Final Judgment, and the Initial Annual Assessment Resolution are each also hereby supplementally incorporated herein by reference and ratified and confirmed under the circumstances and timing required to govern effectively as relevant and applicable.

**SECTION 2.02. PROCEDURAL COMPLAINCE.**

(A) The Assessment Coordinator has prepared a preliminary Fire Service Assessment Roll that contains the following information:

(1) a summary description of each Tax Parcel (conforming to the description contained on the recently certified Tax Roll prepared and maintained by the Property Appraiser for the purpose of levying and collecting ad valorem taxes) which is intended to be subject to the Fire Service Assessment;

(2) the name of the owner of record of each Tax Parcel, as shown on the most recent certified Tax Roll, which will be updated in normal course prior to any certification of the Assessment Roll to the Tax Collector; and

(3) the proposed amount of the total Fire Service Assessment for each affected Tax Parcel for the fiscal year commencing October 1, 2016, exclusive of anticipated costs of collection and administration.

(B) In the event the City also imposes or collects an impact fee upon new growth or development for capital improvements related to fire protection, the special assessments provided for hereunder shall not include costs attributable to capital improvements necessitated by new growth or development which were included in the computation of such impact fee or which are otherwise funded by such impact fee.

(C) Copies of the Assessment Ordinance, this Resolution and the preliminary Fire Service Assessment Roll have been made available in the City Clerk's office at 502 E. Hinson Street, Palatka, Florida 33844 or have been open to public inspection in a manner consistent with the Assessment Ordinance. The purpose of the assessment, amount of the proposed rates of assessment for each Tax Parcel, and all other necessary information was noticed by mail in November 2015 and has been noticed since November 2015 at or through the City's website and

accessible through the internet at [www.palatka-fl.gov/fireassessment](http://www.palatka-fl.gov/fireassessment) and <http://www.palatka-fl.gov/257/Fire-Service-Assessment> and at the City Clerk's office located at City Hall, 201 N. 2nd Street, Palatka, Florida. Proof of Mailing of the notice is attached hereto as Appendix A.

(D) The City Commission provided the publication of notice of a public hearing in the manner and time provided in the Assessment Ordinance. Proof of publication of the notice is attached hereto as Appendix C.

(E) The Assessment Roll shall be necessarily updated from time to time in due course, to show changes in parcel configuration or other administrative corrections. In the event the Assessment Coordinator makes any exemptions, administrative hardship deferrals or other similar modifications to the Assessment Roll authorized by the Assessment Ordinance, this Resolution or otherwise, funding for such changes to the Assessment Roll shall be funded by legally available funds other than direct proceeds of the Assessments. Such changes shall not require any recalculation or change in the rate or rates of assessment otherwise considered or adopted pursuant to the Assessment Ordinance or this Annual Assessment Resolution.

(F) A public hearing was duly held on April 14, 2016, commencing at or about 6 p.m. in City Hall Commission Chambers, 201 North Second Street, Palatka, Florida 32177, at which time the Commission received and considered information and comments on the Fire Service Assessments from City officials, staff, experts and advisors, as well as the public and affected property owners, and considered imposing Fire Service Assessments and the method of collection thereof as required by the Assessment Ordinance.

(G) The information on the City's website, the mailed notice, and published notice each explained that the Fiscal Year 2015-16 Fire Service Assessment rates, as shown on the initial direct bill for the Fiscal Year 2015-16 Fire Service Assessment and on the Quicksearch site, are also the maximum rates the City can impose for the coming Fiscal Year 2016-17 Fire Service Assessment. This was done well in advance by the City Commission to give comfort to the community and signal that the assessment rates would not subsequently be increased for Fiscal Year 2016-17. For the avoidance of doubt and to increase administrative efficiency, the determination of relative improvement values is to be based upon certified data from the most recent tax roll, which will automatically adjust in each subsequent year.

**SECTION 2.03. ESTIMATED FIRE SERVICE ASSESSED COST; RATE OF ASSESSMENT.**

(A) The estimated Fire Service Assessed Cost to be recovered through Fire Service Assessments for the Fiscal Year commencing October 1, 2016 is \$1,122,674 (for Tier 1 – relative value of improvement for each Tax Parcel for variable costs) and \$547,875 (for Tier 2 – per Tax Parcel for fixed, readiness to serve costs).

(B) The Fire Service Assessments established in this Annual Assessment Resolution are determined by the assessment rates prepared for consideration by the public and City

Commission in the preparation of the Fire Service Assessment Roll for the Fiscal Year commencing October 1, 2016.

(C) The rate of Fire Service Assessment will remain the same as last year, and is (1) \$2.46 per thousand dollars of improvements, or fraction thereof, for each Tax Parcel as reflected in the Tax Roll (Tier 1), plus (2) \$125.00 per Tax Parcel (Tier 2).

**SECTION 2.04. IMPOSITION OF ASSESSMENTS.**

(A) Upon adoption hereof, Fire Service Assessments are to be levied and imposed throughout the entire area within the boundaries of the City and this Resolution shall be deemed to be adopted and confirmed for all purposes.

(B) Fire Service Assessments shall be imposed against Tax Parcels located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Resolution. When imposed, the Fire Service Assessment for each Fiscal Year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments as provided in the Assessment Ordinance.

(C) As provided for herein, the Fire Service Assessed Cost shall be apportioned among all Tax Parcels within the City, not otherwise exempted hereunder, and including any statutorily defined parcels such as individual condominium or cooperative units with extraordinary alienability. The estimated Fire Service Assessed Cost and rate of Fire Service Assessment shall be that described in Section 2.03 hereof.

(D) The City Commission determines to separately and additionally charge an administrative and collection amount per Tax Parcel of \$5.00 to defray its costs or collection and annual administration.

(E) Pursuant to Sections 3.02 and 3.03 of the Assessment Ordinance, such Fire Service Assessment Roll shall also include an amount equivalent to any delinquent or balance due, if any, in payment of the Fire Protection Assessments imposed by the Annual Assessment Resolution for Fiscal Year 2015-16.

(F) The method of determining the Fire Service Assessments as set forth in this Annual Assessment Resolution is a fair and reasonable method to share costs and benefits of collection, administration, and the continuous availability of fire protection services, facilities and programs, among Tax Parcels of Assessed Property located within the City.

(G) The Fire Service Assessment Roll is hereby approved, and shall be modified, adjusted and certified as provided in the Assessment Ordinance and this Resolution.

(H) Collection of the Fire Service Assessments shall take place pursuant to the uniform billing method of collection described in Article III of the Assessment Ordinance.

**SECTION 2.05. DIRECTION CONCERNING INTERIM ASSESSMENTS.**

(A) Pursuant to Section 2.13 of the Ordinance an interim Assessment may be imposed against all property for which a Certificate of Occupancy is issued after adoption and confirmation of an Annual Assessment Resolution. The amount of the interim Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Assessment Resolution for the Fiscal Year in which the Certificate of Occupancy is issued, with such monthly rate being imposed for each full calendar month remaining in the Fiscal Year after the issuance of the Certificate of Occupancy. The determination of the relative improvement value for each such Tax Parcel (Tier 1 rate) for the purposes of calculating any interim Assessment may be based upon the estimated value of improvements listed in any permit associated with the Certificate of Occupancy, or such other similarly available date as reasonably determined by the Assessment Coordinator for such interim period only. Issuance of a Certificate of Occupancy by mistake or inadvertence, without the payment in full of the interim Assessment, does not relieve the owner of such property of the obligation full payment and timely. Such interim Assessment is due and payable on the date the Certificate of Occupancy was issued and constitutes a lien against such property as of that date. Said lien being equal in rank and dignity with the liens of all State, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved

(B) As a matter of expediency and due to the relative small amount of growth and disproportionately small amount of revenue to be collected, and the fact that assessment will be captured automatically in the ensuing Fiscal Year assessment, the City Commission makes the practical determination to not seek to collect any such unpaid interim assessments for the period prior to January 1, 2016. All costs for services and facilities attributable to same shall be paid for by legally available revenues other than any Fire Service Assessment proceeds.

**SECTION 2.06. DIRECTION CONCERNING ANY EXEMPTION.**

(A) Tax Parcels which are statutorily exempted from the payment of ad valorem taxes are in certain circumstances subject to the Fire Service Assessments contemplated hereunder. Tax Parcels classified or described by the Property Appraiser as institutionally tax exempt, including the following classifications: (1) vacant institutional, (2) churches & temples, (3) private schools & colleges, (4) privately-owned hospitals, (5) homes for the aged, (6) mortuary, cemetery & crematorium, (7) clubs, lodges & union halls, (8) sanitarium, convalescent & rest home, and (9) cultural organization facilities are all subject to the Fire Service Assessments contemplated hereunder. Provided, however, the City Commission recognizes the necessity to balance and manage the City's financial challenges with those of the property owners of the foregoing classifications of Tax Parcels, and the impacts of the request that those property owners also pay and contribute to support these essential services and capital which are available to all properties within the City. Accordingly, the City Commission does hereby determine and direct that it is fair and equitable to continue to segue and transition and only

charge the foregoing classification of Tax Parcels for the upcoming fiscal year at a rate of fifty percent (50%) of the applicable Fire Service Assessment otherwise provided for herein.

(B) Tax parcels comprising Government Property are not subject to the Fire Service Assessments contemplated hereunder. Such Tax Parcels include those classified or described by the Property Appraiser as government-owned, including the following: (1) military, (2) forest, parks, recreational, (3) public county schools, (4) public colleges, (5) public hospitals, (6) other county-owned property, (7) other state-owned property, (8) other federal-owned property, and (9) other municipal-owned property. Provided, however, each such Government Property owner shall be approached by the Mayor, or his designee, and asked to pay as a fee or charge an amount comparable to the Assessment for each such Government Property. Said amount may be invoiced annually, quarterly or monthly in accord with Section 3.04 of the Assessment Ordinance.

(C) The following Tax Parcel classifications are special designations used by the Property Appraiser for recordkeeping purposes and do not represent actual or assessable Tax Parcels and are not subject to the Fire Service Assessments contemplated hereunder: (1) common element, (2) header record, and (3) notes parcel.

(D) Certain Tax Parcels associated with the following classifications used by the Property Appraiser typically do not receive a special benefit from the provision of fire protection services and facilities or are infeasible or impractical to assess, and therefore are not subject to the Fire Service Assessments contemplated hereunder: (1) right-of-way, (2) rivers, lakes & submerged land, (3) sewage disposal & waste lands, and (4) outdoor recreation or parkland.

(E) The foregoing classifications of properties in this Section which are exempted are reasonably determined to be inappropriate, infeasible or impracticable to assess, and either benefit marginally or create a lesser or nominal demand or burden on the City's costs associated with readiness to serve, do not merit the expenditure of public funds to impose or collect the Fire Service Assessments, are tax exempt and/or otherwise generally serve in some respect to promote the public health, safety, morals, general welfare, security, prosperity and contentment of the inhabitants or residents of the City. The Assessment Coordinator, or his designee, is authorized and directed to use sound judgment in extending such determinations and guidance as the Fire Service Assessment Roll is collected. The foregoing classifications of properties not to be assessed do not include Government Property that is leased for private use.

(F) Based upon the foregoing, there are relatively few exempt properties within the City. Using legally available funds other than the proceeds of the Fire Service Assessments, the City shall otherwise fund or contribute an amount equal to the Fire Service Assessments that would have been otherwise derived from such exempt properties.

(G) The City Commission has not increased or changed the rate for Fire Service Assessment or application thereof from the prior Fiscal Year. Provided, however, the City

Commission reserves the right and ability in the future to impose Fire Service Assessments against Tax Parcels determined to be exempt hereunder to the extent permitted by law, upon lack of reasonable cooperation or willingness to pay for a share of the Fire Service Assessment Cost, or otherwise in the event required or directed to do so by a court of competent jurisdiction.

**SECTION 2.07. EXTRAORDINARY NOTICE CONCERNING DELINQUENCIES.**

(A) The use of the uniform method for the collection of said assessments allows for notice of the amount of the Assessment to be provided by individually mailed notice sent to all affected property owners. The Assessment Coordinator is additionally directed and authorized to provide mailed notice supplementally explaining to any property owner subject to a delinquent or unpaid Assessment for Fiscal Year 2015-16 that an amount equivalent to the balance due or any delinquency will be added to the Fire Service Assessment for Fiscal Year 2016-17 (this is more fair to the property owner, reasonably necessary to fairly recover resulting fire protection budget shortfalls advanced or experienced by the City, and avoids expensive collection or enforcement costs). If the Fire Service Assessment for Fiscal Year 2015-16 is not paid prior to August 12, 2016, then an equivalent amount is to be included in the certification of the Assessment Roll to the Tax Collector and collected on the same bill as for taxes pursuant to the Uniform Assessment Collection Act, and thereupon any existing lien of record on the affected parcel for the delinquent Assessment shall be supplanted by the lien resulting from certification of the Assessment Roll, as applicable, to the Tax Collector pursuant to the Assessment Ordinance and this Resolution. Such notice being supplemental and additional to that already fairly supplied by mail, publication, by constructive notice, on the City's internet site, as well as provided by law in the Assessment Ordinance and as specifically addressed in the Final Judgment.

(B) This Resolution (and the published and assorted means of notice of the public hearing and actions of the City Commission) expressly and carefully considers how unpaid Assessments and delinquencies and any balance due will be addressed; and the manner therefore authorized by Article II and Article III of the Assessment Ordinance, comprises fair, efficient and effective notice and an opportunity to be heard, and extended period to pay and an individually mailed reminder concerning the City Commission's collection process and intentions in this respect to every affected property owner.

**SECTION 2.08. APPLICATION OF ASSESSMENT PROCEEDS.** Proceeds derived by the City from the Fire Service Assessments, after payment of costs and expenses associated with collection and administration of the Assessments, shall be utilized for the provision of fire protection related services, facilities, and programs associated with maintaining continual readiness to serve. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund costs associated with fire protection related services, facilities, and programs.

**ARTICLE III  
GENERAL PROVISIONS**

**SECTION 3.01. EFFECT OF ADOPTION OF RESOLUTION.**

(A) Pursuant to the Assessment Ordinance and this Resolution, upon certification of the Assessment Roll to the Tax Collector as directed by this Resolution, any existing lien of record on any affected parcel for a delinquent assessment for Fiscal Year 2015-16 is then supplanted and therefore concomitantly released. Such action by law fairly and reasonably includes such equivalent amount in the Assessment for Fiscal Year 2016-17, is expressly authorized by the Assessment Ordinance and the Final Judgment, provides a fair and equitable means to proportionally share the cost of recovery of fire protection budget shortfalls directly attributable to parcels who have unpaid or delinquent Assessment balances, and is by far a more fair, more efficient, and a less costly alternate means of equitable and legal enforcement to both the property owners affected, as well as the community in general. Upon certification of the Assessment Roll as provided herein, a termination of the General Notice recorded in Official Record Book 1434, at Page 1057, of the Public Records of Putnam County, Florida, is directed and authorized.

(B) The adoption of this Annual Assessment Resolution shall be the final adjudication of all matters and compliance presented (including, but not limited to, the method of apportionment and assessment, the rate or rates of assessment, the Assessment Roll, the inclusion of amounts equivalent to delinquencies or unpaid balances from the prior Fiscal Year, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days of the effective date hereof.

**SECTION 3.01. AUTHORIZATION.** The Assessment Coordinator, City Manager, Mayor, City Attorney, and all other City officials, employees, agents, consultants and professionals are each and all directed and authorized to act and undertake all activities on behalf of the City to accomplish all matters necessary to timely achieve the purposes and effect of this Resolution.

**SECTION 3.02. CONFLICTS.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 3.03. SEVERABILITY.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

[Remainder of page intentionally left blank.]

**SECTION 3.04. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**PASSED and ADOPTED** in regular session of the City Commission of the City of Palatka, Florida, this 18th day of August, 2015.

**THE CITY OF PALATKA, FLORIDA**

By: \_\_\_\_\_  
**Terrill L. Hill, Its MAYOR  
Ex-Officio Chair of the City Commission**

**ATTEST:**

\_\_\_\_\_  
**Betsy J. Driggers, CITY CLERK**

**APPROVED AS TO FORM FOR THE  
RELIANCE OF THE CITY OF PALATKA ONLY:**

By: \_\_\_\_\_  
**Donald E. Holmes, CITY ATTORNEY**

APPENDIX A

PROOF OF MAILING OF NOTICE OF PUBLIC HEARING TO CONSIDER THE  
CONTINUED ANNUAL IMPOSITION AND COLLECTION OF SPECIAL ASSESSMENTS  
TO FUND FIRE PROTECTION SERVICES AND FACILITIES

AFFIDAVIT OF MAILING

STATE OF FLORIDA  
COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared the following Affiant, who, after being duly sworn, deposes and says:

I, Forrest Wade Estep (as GM of MCCA) ("Affiant"), have been designated and directed by the City of Palatka, Florida, to mail (1) the a direct bill for the City's FY 2015-16 Fire Service Assessment required by Section 3.02 of City Ordinance No. 15-14 (the "Assessment Ordinance") and Sections 3.05 and 4.01 of Resolution No. 2015-11-59 (the "Annual Assessment Resolution"), as well as (2) the Notice of Public Hearing concerning the subsequent FY 2016-17 Fire Service Assessment as required by Section 2.08 of the Assessment Ordinance and s. 197.3632, Florida Statutes (sometimes called the "Uniform Assessment Collection Act") as a combined mailing. As directed, on or about November 16, 2015, I respectively mailed or directed the mailing of the foregoing direct bill and notice by first class mail to each owner of property included on the City's Fire Service Assessment Roll in conformance with the requirements of the Annual Assessment Resolution, the Assessment Ordinance and the Uniform Assessment Collection Act, at the address shown on the real property assessment tax roll maintained by the Putnam County Property Appraiser for the purpose of the levy and collection of ad valorem taxes. An exemplary form of such combined direct bill and notice is attached hereto.

FURTHER AFFIANT SAYETH NOT

  
Forrest Wade Estep, Affiant

The foregoing instrument was acknowledged before me by Forrest Wade Estep,  who is personally known to me or \_\_\_ who has produced as identification, and did take an oath.

WITNESS, my hand and official seal this 17 day of November, 2015.



  
Signature of person taking acknowledgment

Name of Notary: (printed)

My commission expires: May 21 20 16 (see 0)



201 North Second Street  
Palatka, FL 32177  
Office Hours: Mon - Fri 8:30 AM - 5:00 PM  
Phone: 385-323-8100 - Fax: 385-323-8108  
E-mail: [fireassessment@palatka-fl.gov](mailto:fireassessment@palatka-fl.gov)

ACCOUNT NUMBER:	A2508
SERVICE ADDRESS:	814 N 6TH ST
PARCEL NUMBER:	42-10-27-8850-0770-0070
TOTAL ASSESSMENT AMOUNT:	\$214.28
TOTAL AMOUNT NOW DUE:	\$214.28
DUE UPON RECEIPT **** DELINQUENT BY 12/31/2015	

### 2015-16 FIRE SERVICE ASSESSMENT

THIS IS THE ONLY BILLING STATEMENT YOU WILL RECEIVE. THE FEE FOR EACH UNDEPOSITED CHECK IS SET FORTH IN FLORIDA STATUTES 68.06(2) WHICH IS \$25 IF THE FACE VALUE DOES NOT EXCEED \$50; \$50 IF THE FACE VALUE EXCEEDS \$50 BUT DOES NOT EXCEED \$100; \$40 IF THE FACE VALUE EXCEEDS \$100 OR 5 PERCENT OF THE FACE VALUE OF THE PAYMENT INSTRUMENT, WHICHEVER IS GREATER. ALL FIRE SERVICE ASSESSMENTS CONSTITUTE A LIEN AGAINST SUCH PROPERTY EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND SPECIAL ASSESSMENTS, EXCEPT AS OTHERWISE PROVIDED BY LAW. UNTIL PAID, SUCH LIEN SHALL BE SUPERIOR IN PRIORITY TO ALL OTHER PRIOR LIENS, MORTGAGES, MORTGAGES, TITLES AND CLAIMS.

#### FIRE SERVICE ASSESSMENT DETAIL

The Tier 1 component of the Fire Service Assessment is based on the relative improvement value of each tax parcel (no land value), which has been derived from property values previously certified to the Tax Collector; this component will self-adjust in the future. The Tier 2 component of the Fire Service Assessment is a flat fee per tax parcel. The City also collects an Administration Fee to defray the costs of collection of the assessment.

Assessment Component	Base	Rate	2015-16 Fire Service Assessment
Tier 1 (Relative Improvement Value/1000)	\$34.28	\$2.46	\$84.28
Tier 2 (Flat fee per tax parcel)	1	\$125.00	\$125.00
Administration Fee	1	\$5.00	\$ 5.00
<b>TOTAL FIRE SERVICE ASSESSMENT</b>			<b>\$214.28</b>
<b>TOTAL AMOUNT NOW DUE</b>			<b>\$214.28</b>
1. Installment: 0% interest reduction per Resolution 2015-11-89, s. 3.08(A)			
2. Government: The City has established payment under Resolution 2015-11-89, s. 2.08(B)			

**INSTALLMENT PAYMENT:** For the first-year amount of the fire service assessment due on this bill, the City is willing to accept the amount invoiced in 5 equal payments in monthly installments, due on or before January 1, February 1, March 1, April 1 and May 1, if the property owner contacts the Fire Assessment Coordinator and makes installment payment arrangements before December 31, 2015.

**DEFERRAL:** In some circumstances, less-fortunate property owners may qualify to defer payment based upon hardship circumstances. Upon application by a property owner, the Fire Assessment Coordinator may grant a hardship deferral, in which the tax parcel's assessment will be deferred. The owner will have to sign an agreement that the fire service assessment and any recording cost, plus interest, is to be paid over a period of time or upon sale or transfer of the property. Please look on the City's website and email [fireassessment@palatka-fl.gov](mailto:fireassessment@palatka-fl.gov) or contact our City Manager at [truggs@palatka-fl.gov](mailto:truggs@palatka-fl.gov) if you would like to apply or learn more.

**WANT TO LEARN MORE:** The City updates information concerning its fire service assessment program regularly at <http://www.palatka-fl.gov>. Please direct any questions or concerns to [fireassessment@palatka-fl.gov](mailto:fireassessment@palatka-fl.gov), and you may also contact the City Manager at [truggs@palatka-fl.gov](mailto:truggs@palatka-fl.gov).

PLEASE BRING ENTIRE BILL IF PAYING IN PERSON. PLEASE DETACH AND RETURN BOTTOM PORTION IN REMITTANCE ENVELOPE PROVIDED IF PAYING BY MAIL. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK. THANK YOU. SEE REVERSE FOR IMPORTANT INFORMATION.



201 North 2nd Street  
Palatka, FL 32177

ADDRESS SERVICE REQUESTED

HILL TERRILL D.  
211 N 6TH ST  
PALATKA FL 32177

### 2015-16 FIRE SERVICE ASSESSMENT

PLEASE MAKE CHECKS PAYABLE TO CITY OF PALATKA

PARCEL NUMBER	42-10-27-8850-0770-0070
SERVICE ADDRESS:	814 N 6TH ST
BILLING DATE	11/16/2015
DUE UPON RECEIPT	NOW DUE
TOTAL FIRE SERVICE ASSESSMENT	\$214.28
TOTAL AMOUNT NOW DUE	\$214.28

Check #: \_\_\_\_\_ Amount: \_\_\_\_\_

CITY OF PALATKA  
201 NORTH SECOND STREET  
PALATKA, FL 32177



**FISCAL YEAR 2016-17  
NOTICE OF ANNUAL HEARING AND ADDITIONAL INFORMATION**

Thank you for reading this information on the flipside of your direct bill for your FY 2015–16 fire service assessment. The amount of the bill for the current fiscal year on the flipside of this Notice is now due.

Going forward, the City Commission also expects to continue the fire service assessment next year for the FY 2016-17 budget year. By this notice the City's rate structure used this year for your tax parcel for the fire service assessment will remain the same; so, the total amount to be levied upon your tax parcel next year may decrease from that shown on the reverse side of this Notice, but will not increase.

The City will also update and provide the proposed fire service assessment roll for FY 2016-17 and make it available at the City Clerk's office at City Hall and at <http://www.palmdale-fl.gov> early in March of 2016.

On April 14, 2016 at 6 PM, the City Commission will hold a public hearing in the City Commission chambers at City Hall, 201 N. 2nd St., Palmdale, Florida, for the purpose of again receiving comments on proposed fire service assessments for FY 2016-17 (our next budget year). You are invited to attend and/or file written objections with the City Clerk and address them to the City Commission prior to that date. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

To recap, this is how the City's fire service assessment works: Each parcel property in the City assigned identification number by the county property appraiser is considered one (1) tax parcel. If approved by the City Commission after the public hearing, the rate of assessment for each tax parcel is proposed not to exceed the sum of (i) (Tier 1 - for variable and fixed costs of making fire protection services and facilities available) a variable rate of \$2.46 per \$1,000 of the relative value of the improvements associated with the tax parcel (no land value); (ii) (Tier 2 - for more fixed costs of making fire protection services and facilities available) \$125 fixed or flat rate for each tax parcel; and (iii) and a share of the City's administration and collection costs and expenses associated with the fire service assessment program, which shall not exceed \$5 per tax parcel.

All three amounts together make up what the City will impose to fund only about 60% of our City's total fire protection related budget. In FY 2016-17 the City expects to collect approximately \$1.6 million for that portion of its fire protection program at the assessment rates described in this Notice, excluding any recovery of delinquencies. In addition, there are typically charges and discount adjustments imposed and required to comply with general law each year as these non-ad valorem assessments are collected, and these amounts can range from as little as 4% to as much as 8% percent of the amount to be collected annually.

As shown on the flipside of this notice, the City is billing you directly for the fire service assessment for this year (FY 2015–16) which is now due and payable. If you do not pay the this first year's assessment in full, the City has no intent to spend precious resources on collections, but rather will use its ability to collect an amount equivalent to what is unpaid along with next year's fire service assessment on the same bill as your property taxes. Waiting to pay all or any part of this year's fire service assessment (shown on the flipside of this notice) makes it more difficult for the City's budgetary, financial and cash flow operations, and will likely unnecessarily increase the amount you pay at a later date by between 4% and 8%. Please consider avoiding these additional charges and costs, and promptly pay the amount due on the flipside of this notice TODAY. Thank you so much.

Payment for next year's fire service assessment is anticipated to be due and collected on the same bill as taxes to be mailed around November 1, 2016. General law requires us to always remind you that: until paid, the fire service assessment will constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Assessments become delinquent in the same manner as for unpaid taxes, and failure to pay a non-ad valorem assessment will cause a tax certificate to be issued against the property which may result in loss of title. Government property is not subject to the fire service assessment.

The City's fire service assessment charges will only be used for the purpose of fire protection related expenditures. However, because the City has entirely funded fire protection services and facilities through its general fund for so long, the assessment really helps to improve the City's financial health by taking some (not all) pressure off our City's general fund and helps to better position our City's finances and budget which would otherwise be vulnerable – particularly in the event of a natural disaster. Thank you for reviewing this information.

APPENDIX B

PROOF OF CONSTRUCTIVE NOTICE  
OF THE ANNUAL IMPOSITION AND COLLECITON OF SPECIAL ASSESSMENTS TO  
FUND FIRE PROTECTION SERVICES AND FACILITIES

Inst: 201654004161 Date: 03/09/2016 Time: 3:32PM By: CHL  
DC: Tim Smith, Putnam, County Page 1 of 1 B: 1434 P: 1057

GENERAL NOTICE OF LIEN RESULTING FROM THE  
IMPOSITION OF ANNUAL FIRE SERVICE ASSESSMENTS  
THROUGHOUT THE CITY OF PALATKA FOR FY 2015-16

NOTICE IS HEREBY GIVEN THAT on August 18, 2015, the City Commission of the City of Palatka, Florida (the "City"), adopted Resolution No. 2015-11-59 which levied and imposed Fire Service Assessments, sometimes referred to as non-ad valorem assessments, against property located within the entirety of the City of Palatka, Florida, for a portion of the annual cost of maintaining continual readiness to provide fire protection services and facilities. This notice was filed after validation of the Fire Service Assessments as a revenue source to repay any bonds or other debt obligations secured by the assessments by the Putnam County Circuit Court, in Case No. 2015 CA 15-353CA, pursuant to Chapter 75, Florida Statutes. Copies of Resolution No. 2015-11-59 and the special assessment roll which contains a list of the affected tax parcel numbers and property owners (as shown on the Putnam County ad valorem tax assessment roll as of the effective date of billing by the City), and the dollar amount of this special assessment for each, are on file with the City Clerk at City Hall, 201 N. 2nd Street, Palatka, Florida, and open to public inspection. Additional information, searchable by owner name, street address or tax parcel identification number, can be obtained on the internet at <http://quicksearch.ennead-data.com/palatka> for all assessed parcels.

The Fire Service Assessments were perfected on August 18, 2015, and became due and payable upon the mailing of direct bills by the City to every affected property owner in the City on November 15, 2015. If not paid sooner, the Fire Service Assessments become delinquent after December 31, 2015. Payoff and payment status can be obtained by inquiring with the City Finance Department at (386) 329-0100, ext. 215/220.

This notice as authorized by City Ordinance No. 15-14 (the "Ordinance") in order to provide constructive notice of the levy and imposition of special or non-ad valorem assessments upon real property located within of the City of Palatka. Collection of delinquencies will likely be pursuant to section 3.02(F) of the Ordinance. Fire Service Assessments constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, or municipal taxes and other non-ad valorem assessments until paid in full. This notice does not and shall not be construed to require that individual liens or releases be filed in the Official Records.

Dated this 9th day of March 2016

Terry Suggs  
Terry Suggs, City Manager

STATE OF FLORIDA  
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this 9th day of March, 2016, by Terry Suggs, as City Manager of the City of Palatka, Florida. He  is personally known to me, or  has produced a driver's license as identification.

[Notary Seal]



Betsy Jordan  
Signature of Notary Public

Betsy Jordan  
Name of Notary Typed, Printed or Stamped

APPENDIX C

PROOF OF NOTICE OF PUBLICATION OF PUBLIC HEARING TO CONSIDER THE  
CONTINUED ANNUAL IMPOSITION AND COLLECTION OF SPECIAL ASSESSMENTS  
TO FUND FIRE PROTECTION SERVICES AND FACILITIES

STATE OF FLORIDA

County of Putnam

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

City Of Palatka  
NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS TO FUND IN PART THE COSTS ASSOCIATED WITH THE CONTINUAL READINESS TO PROVIDE FIRE PROTECTION

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

March 25, 2016

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

*Lois Davis*

Sworn to and subscribed to before me this 25<sup>th</sup> day of March, 2016 by  
Lois Davis, Credit Manager, of the Palatka Daily News, a Florida corporation.

*Jeanette Eveland*

Jeanette Eveland, Notary Public  
April 30, 2017



Notary Seal  
Seal of Office:

Personally known to me, or

Produced identification:

**NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS TO FUND IN PART THE COSTS ASSOCIATED WITH THE CONTINUAL READINESS TO PROVIDE FIRE PROTECTION**

The property subject to assessment lies within the City of Palatka, Florida.

Last year the City Commission of the City of Palatka, Florida (the "City"), adopted a special or non-ad valorem assessment to defray a portion of the annual operating and capital costs associated with the Palatka Fire Department. The City Commission's goal was to put in place a supplemental and alternative means to deal with budget shortfalls and depletion of reserves, and so that the rates of assessment for benefited parcels could remain reasonable and flexible and might efficiently change over time. City policies, practices, facilities constantly available within our community will continue to test our fiscal stewardship for several years. Accordingly, provision of fire services, facilities, and improvements will in all likelihood continue next year to be funded, in part, by special non-ad-valorem assessments against property located within the City limits. The remainder of the fire protection budget can then be funded with other legally available revenues (most of which are ad valorem property taxes) of the City. This is a challenging balancing process this community must address annually. Please read further.

The special assessments for each parcel of property will be based on the same benefits or burdens analysis as last year which is associated with the availability of fire protection consistently made available every day to all tax parcels. The City will assess properties based on the same two-tier rate structure as last year, which was the subject of final judicial approval prior to the initial bill for collection being sent last November for FY 2015-16. Tier 1 is based on the relative improvements value associated with each tax parcel (no land value is generally used in this calculation) focused on variable and only some fixed costs. Tier 2 is a fixed rate per tax parcel focused on fixed costs. If you wish to learn more, a more detailed description of the assessment program is available in City Ordinance No. 15-14, and Resolution No. 2015-11-59 and on the City's website.

On April 14, 2016 at 6:00 p.m. the City Commission will hold a public hearing in City Commission Chambers at City Hall, 201 N. Second Street, Palatka, Florida, for the purpose of annual process of receiving comments on the proposed assessments and to consider collection of the fire protection assessment by the tax collector pursuant to the tax bill collection method authorized by Section 197.3632, Florida Statutes. You are invited to appear at the public hearing, and/or to file written objections with the City Clerk and addressed to the City Commission within 20 days of this notice. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

Each parcel of property assigned an identification number by the county property appraiser is considered one (1) tax parcel. The City Commission will not increase the rates from those used last year. If approved by City Commission after the hearing, the rate of assessment for each tax parcel is proposed to be the sum of (i) \$2.46 per \$1,000 of the value of improvements attributable to the tax parcel by the county property appraiser (Tier 1), plus (ii) \$125.00 per tax parcel (Tier 2), together with (iii) any unpaid FY 2015-16 Fire Service Assessment balance and (iv) a share of administration and collection costs associated with the annual assessment. The dollar amount and other information concerning the proposed non-ad valorem assessment attributable to each and every tax parcel in the City is also available online at <http://quicksearch.sosweb-data.com/palatka> or <http://www.palatka-fl.gov/257/Fire-Service-Assessment> or by computer terminal upon inquiry at the offices of the City Clerk, at City Hall. The total revenue the City expects to collect by the assessment, less statutory discounts, amounts payable to property appraiser and tax collector, administrative costs and prior year delinquencies, is approximately \$1,350,000. This annual assessment will fund only about 60% of the City's fire protection budget, and is for the purpose of funding the continual readiness and availability of essential services and capital facilities and equipment associated with fire protection.

Payment is anticipated to be due and collected on the same bill as taxes to be mailed around November 1, 2016. As a courtesy reminder, please be reminded that until paid, these fire assessments constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. These assessments become delinquent in the same manner as for unpaid taxes, and failure to pay the upcoming assessment will cause a tax certificate to be issued against the property which may result in loss of title. Property owners may still bring any unpaid amount for the FY 2015-16 current assessments now due until the next assessment roll is certified for collection in early August.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THE HEARINGS SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS IN ADVANCE OF THE MEETING AT (386) 329-0100.

PUBLISHED AT THE DIRECTION OF THE CITY COMMISSION, CITY OF PALATKA  
By: /s/ Betsy J. Driggers, City Clerk



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**RESOLUTION** confirming Smith McCrary Architects, Inc. revised scope of work for the design and construction administration of the water taxi terminal building and riverfront park restrooms - Adopt

### **SUMMARY:**

The City previously authorized a scope and fee proposal with Smith McCrary Architects, Inc. to provide design and construction administration services for the water taxi terminal and concession building. The Architect provided preliminary drawings and services to determine the full scope and estimated construction costs for inclusion into a Department of Economic Opportunity (DEO) grant. This project was put on hold. The deadline for the Water Taxi grant is September 2016. The construction of docks at other stops and the terminal building still need to be completed. It should be noted that the terminal building includes public restrooms that will service the Riverfront Park. The completion of public restrooms is a condition of the City's open Fish and Wildlife Conservation Commission (FWC) Florida Boating Improvement Program (FBIP) grant. The City cannot claim the final reimbursement until the restrooms are constructed.

In order to proceed in an effort to meet the water taxi grant deadline and to fulfill the scope of work requirement of the FBIP grant, staff is proposing an alternate scope of work for Design and Construction Administration with Smith McCrary Architects. That proposal is attached for your review. The overall fee remains the same, but the scope and program of the building has changed.

Staff has discussed this with the proposed operator and they understand the need to move forward. The building shall be designed in a way to be conducive to expansion if needed.

### **RECOMMENDED ACTION:**

**Adopt the resolution confirming Smith McCrary Architects, Inc. revised scope of work for the design and construction administration of the water taxi terminal building and riverfront park restrooms**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▣ Resolution	Resolution
▣ Revised Scope and Fee	Backup Material

### **REVIEWERS:**

**Department**

Grants &amp; Projects

**Reviewer**

Driggers, Betsy

**Action**

Approved

**Date**

4/7/2016 - 1:29 PM

**RESOLUTION No. 2016-12-**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
CONFIRMING SMITH MCCRARY ARCHITECTS, INC.  
REVISED SCOPE OF WORK FOR THE DESIGN AND  
CONSTRUCTION ADMINISTRATION OF THE WATER  
TAXI TERMINAL BUILDING AND RIVERFRONT PARK  
RESTROOMS**

**WHEREAS**, on 1/13/11 the Palatka City Commission (the **City**) adopted Resolution No. 8-86 accepting a Joint Participation Agreement F.P. Numbers 41057219401, 41057219490 and 41057229401 with the Florida Department of Transportation for the St. Johns River Water Taxi – Ferryboat Project and Dock Terminal, and

**WHEREAS**, on 11/2/12 the City received statements of qualifications from qualified individuals or firms for professional architectural, engineering and environmental consulting services for design, bid administration, inspection of projects and construction contract management for a passenger/operations terminal, dockside improvements at six locations and an environmental education facility, and

**WHEREAS**, on December 4, 2013 the City authorized Smith McCrary Architects, Inc. Scope and Fee Proposal for the design and construction of the Water Taxi Terminal and Riverfront Concessions ( the Project); and

**WHEREAS**, the scope of work has changed and the Smith McCrary Architects, Inc. has proposed a revised scope proposal with the overall fee not changing; and

**WHEREAS**, the **City** deems it reasonable and necessary to confirm the revised scope proposal.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Palatka, Florida that the revised scope of work for the design and construction administration of the water taxi terminal and riverfront park restroom building is accepted and confirmed at no change in fee.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 14<sup>th</sup> day of April, 2016.

**CITY OF PALATKA**

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**By: Its MAYOR**

**ATTEST:**

## SMITH•McCRARY ARCHITECTS INC.

4230 PABLO PROFESSIONAL COURT, SUITE 102  
JACKSONVILLE, FL 32224  
TEL: (904) 242-7200  
EMAIL: jsmith@smithmccrary.com

October 21, 2015

Mr. Jonathan Griffith  
Project Manager / Grants Administrator  
City of Palatka  
201 North 2nd Street  
Palatka, FL 32177

**Re: City of Palatka  
Terminal Building  
REVISED 4 –AMENDED SCOPE OF WORK  
Fee Proposal for Design and Construction Administration  
Master Consulting Services Agreement – Architecture 2013**

Dear Mr. Griffith:

Based on our phone conversation 10/15/15, I have revised the Program of the building and the scope of work. This letter has been prepared with our phone meeting notes in lieu of separate published meeting minutes. *In addition to those revisions, I have revised this letter to include your emailed comments from 10/19/15 (bold italics).*

In summary, the building program and size has been reduced due to budgetary concerns. The overall fee remains the same, but the scope associated with the individual tasks have been allocated to fit this program.

The kitchen and dining components have been deleted entirely and the civil engineering is being provided by the Owner.

The following revised list of spaces is based on our conversations.

### **BUILDING PROGRAM**

SPACE NAME	NOTES
Office area	Open to a ships store.
Reception Area	Open to Ships Store and Office 2 work stations
Ships Store	Possible area for couch; store ; 300 sf
Public Toilet Rooms	
Foyer	Need at all exterior entrances for blind mosquitoes
Boaters Laundry	2 dryers/ 2 washers
Boaters Toilets	<b><i>2 family</i></b>
Boaters Showers	<b><i>2 family</i></b>
Janitors / storage room	Combined
Mechanical /Elec Room	Split system with condenser units outside
Exterior Deck / Porch	
Circulation space	

### **GENERAL PROJECT DESCRIPTION**

1. *The construction funding is from one source. There is no longer a requirement to split the invoices.*
2. The architecture shall be in the Florida vernacular style – wood framing, metal roof and wood detailing reflecting that style. A special architectural element is desirable.
3. Location of the building shall be near the new dock. There is a 50 ft. setback line from the river that is required to be maintained.
4. We understand that there may be some federal guidelines that you provided to us last week that may be applicable this project.
5. A previous soils report by a geotechnical engineer for this project determined that a pile foundation is required.

### **SCOPE OF WORK**

1. Smith•McCrary Architects Inc. will provide Design and Construction Administration Services. The documents will be issued at the Schematic, Design Development and Construction Document phases for Owner approval.
2. Two to three building layouts will be provided during Schematic Design. These will be reviewed with the Owner and changes will be made for approval prior to proceeding with one option for Design Development. Written Owner approvals will be required before proceeding to the next phase.
3. Design of the water and sewer by our MEP engineers, 5 ft. from face of new building, will be provide. The Owner's civil engineer will make connections to the system. A sewer lift station if required is by others.
4. One Architect meeting with Owner at each phase.
5. Construction Administration Services include services during Bidding and Construction. These services include responses to RFIs and questions during bidding; periodic site visits (3 visits per discipline inclusive of the punch list review); shop drawing review and preparation of ASI and/or other written documentation. As-built documents are the responsibility of the Contractor and are not included in scope or fee.

### **SCOPE OF WORK NOT INCLUDED (This work is not included in Fee or Scope of Work, although it is required.)**

1. Landscape design or irrigation design is not included. Our understanding is that this will be designed / provided by the Owner if required.
2. Permitting services of any kind or permit application fees are not included. A City of Palatka building permit is required, but the fees associated with this process shall be paid by the Contractor or waived by the City. It is also our understanding that a master SJRWMD permit has already been obtained.
3. Paper permit sets are not included. Electronic files in PDF format only to be provided for use by contractors
4. No survey work is included, but is required. It is our understanding that the Owner will provide topographic and utility locates.

5. A kitchen or dining area is not included. As a reminder future gas, water, sewer and grease trap are required. Sizing for this work is not included.
6. No civil design or engineering is included in SMA's scope. The Owner's civil engineer will provide the required finish floor elevations and related site information for our work. Our design will be to 5ft beyond the face of the building. The Owner's civil engineer will need to coordinate and collect the water and sewer systems from the building. All grading is by Owner's civil engineer. All parking for the facility is assumed to already have been constructed and/or designed.
7. Distribution of documents to Bidders is not included. (S•MA can provide the posting of the documents to our FTP site if necessary as a convenience to the Owner.)
8. A lift station will be designed /provided by Owner's civil engineer / others.
9. Presentations to the City Commission and /or the Historic Preservation Board are not included.
10. A dumpster and enclosure by Owner.

***11. An expansion or adjacent 2000 sf building is to be considered.***

#### **CONSULTANTS**

Our consultants include:

Powell & Hinkle Engineering, PA –HVAC, Plumbing, Electrical  
Structural Engineers Group, Inc. – Structural Engineering

*Civil Engineering is required and to be provided by Owner*

#### **ESTIMATED CONSTRUCTION BUDGET**

The Owner indicated that \$300,000 is the construction budget. Please note that a previous estimate was provided at \$150/ sf which indicates that the building needs to be 2,000 sf or less. A layout based on the new spaces and sizes has not been prepared to determine if this size meets that program requirement.

Owner to reconfirm the budget.

#### **Estimated Schedule (Does not include Owner review time)**

Notice-to-Proceed with as-built survey	
Schematic Design	3 weeks
• Owner Review and Approval	TBD
Design Development	6 week
• Owner Review and Approval	TBD
Construction Documents	8 weeks
• Owner Review and Approval	TBD
Bid / Permit /Construction	TBD
Construction	TBD

**FEES**

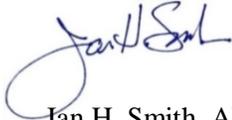
<b>Task</b>	<b>Original Fee</b>	<b>Previous billed</b>	<b>Fee Remaining</b>
S•MA – Architecture / Project Management	\$24,000	(\$6225) =	\$17,775
P&H – Electrical	\$ 5000		\$ 5000
P&H – HVAC / Plumbing / Fire Protection	\$ 4000		\$ 4000
<del>TBD</del> – <del>Civil</del> – See Note 1-Schematic Design	\$ 4000		\$ 4000*
SEG –Structural	\$ 4500		\$ 4500
Design and CA Fee Subtotal	<b>\$41,500</b>		<b>\$ 35,275</b>
<del>AMEC</del> – <del>geotech</del> – See Note 1-Schematic Design	\$ 3800	(\$1935)	\$ 1865*
Reimbursables (mail, reproductions, mileage)	\$ 2500		\$ 2500
2 presentation mtgs. (3hrs each with prep)	\$ 1500	(\$1500)	\$ 0
<b>Total Fees</b>	<b>\$49,300</b>	<b>(\$9660)</b>	<b>\$39,640</b>

*\*Note 1: The original fee amount has remained, but the fee allocation to specific tasks has been revised due to work already complete. Schematic and concept designs were completed for the prior building. An overstrike (example) is noted for the work task that is changed.*

*Also note that additional geotechnical work is not required.*

Please call with any comments or questions. Thank you.

Sincerely,



Jan H. Smith, AIA  
 LEED AP



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**DISCUSSION** - Sunday Morning Alcohol Sales

**SUMMARY:**

This is a discussion concerning Sunday Morning Alcohol Sales

**RECOMMENDED ACTION:**

**Discussion**

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	3/30/2016 - 4:28 PM