

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

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

AGENDA

CITY OF PALATKA

October 9, 2014

CALL TO ORDER:

- a. **Invocation** – The Reverend Eddie Parcher, Assoc. Pastor, First Baptist Church of Palatka
- b. **Pledge of Allegiance**
- c. **Roll Call**

APPROVAL OF MINUTES – 9/25/14 Regular Meeting; 9/25/14 Workshop

1. PUBLIC RECOGNITION/PRESENTATIONS:

- a. **PROCLAMATION** – Red Ribbon Week – October 23 through 31, 2014

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

3. CONSENT AGENDA

- *a. **Adopt Resolution No. 2014-10-123** authorizing the City Manager and City Clerk to execute and attest a Joint Participation Agreement with Florida Department of Transportation for design and construction of T-Hangars and bulk hangars, drainage, permitting, surveying, testing, project management and inspections at the Palatka Municipal Airport (100% REDI funding)
- *b. **Adopt Resolution No. 2014-10-124** urging the US Congress to adopt a proposed bill to provide amounts from the recent settlement between the Department of Justice and Bank of American for assistance for Florida cities under the Neighborhood Stabilization Program
- *c. **Adopt Resolution No. 2014-10-125** authorizing the execution of an agreement between the City of Palatka and Grace Fellowship (Church) authorizing the use of parking facilities at Shaw Buck Park for church overflow parking in exchange for lawn maintenance services
- *d. **Set Halloween Trick or Treat Date and Time** for Friday, October 31, 2014 from 6:00 p.m. to 8:00 p.m.
- *e. **Introduce Form 8B, Memorandum of Voting Conflict** into the record filed by Commissioner James Norwood, Jr. for votes taken September 11, 2014 (Agenda Item 7) and September 25 (Agenda Item 6)

- * 4. **REQUEST** for Police ticketing practices and Red Light Camera policy changes – Neil Letts

PUBLIC HEARINGS

- * 5. **ORDINANCE** establishing regulations for illegal drug manufacturing sites – 1st Reading
- * 6. **ORDINANCE** establishing local regulations for the manufacture and sale of synthetic drugs – 1st Reading

7. CITY MANAGER & ADMINISTRATIVE REPORTS

8. COMMISSIONER COMMENTS

AGENDA - CITY OF PALATKA
October 9, 2014
Page 2

9. ADJOURN

*Attachment **Separate Cover

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 288.105

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

Upcoming Events:

Oct. 31 – Halloween Trick-or-Treat 6 p.m. to 8 p.m.
Nov. 4 – General Election Day
Nov. 13 – 14 – Legislative Conference (Orlando)
Nov. 11 – City Offices closed to observe Veterans Day
Nov. 27 & 28 – City Offices closed for Thanksgiving Holiday
Dec. 25 & 26 – City Offices closed to observe Christmas Holiday
Jan. 1, 2015 – City Offices closed to observe New Year's Day
Jan. 5, 2015 – Swearing-In Ceremony for Mayor/Commission and Commissioners Group 2 & 4

Board Openings:

Putnam Co, Better Place Plan Committee (City Appointee)
Tree Committee – 2 vacancies
Code Enforcement Board – 1 vacancy (Alternate)
Board of Zoning Appeals – 2 vacancies (at-large)
Planning Board – 1 vacancy

CITY OF PALATKA



Proclamation

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

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

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

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

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

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

RED RIBBON WEEK

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

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

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

PALATKA CITY COMMISSION

By: Vernon Myers, MAYOR

*Agenda
Item*

3a



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution Number 2014-10-123 authorizing the City Manager and City Clerk to execute and attest a Joint Participation Agreement with Florida Department of Transportation for design and construction of T-Hangars and bulk hangars, drainage, permitting, survey, testing, project management and inspections at the Palatka Municipal Airport (100% REDI funding)

SUMMARY:

The Palatka Municipal Airport is constructing new T-hangars and corporation/bulk hangars. Conceptual plans locate them to the east of the terminal building adjacent to the planned apron extension. This project is a multi-year funding request and is 100% FDOT funded. The amount of funding provided through this JPA is \$765,000.

RECOMMENDED ACTION:

Adopt the resolution authorizing the City Manager and City Clerk to execute and attest a Joint Participation Agreement with the Florida Department of Transportation for design and construction of T-Hangars and bulk hangars, drainage, permitting, survey, testing, project management and inspection at the Palatka Municipal Airport

ATTACHMENTS:

	Description	Type
D	Resolution	Resolution
D	Joint Participation Agreement	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Czybor, Michael	Approved	10/1/2014 - 11:36 AM
City Clerk	Driggers, Betsy	Approved	10/1/2014 - 1:17 PM
City Manager	Czybor, Michael	Approved	10/1/2014 - 2:11 PM

RESOLUTION NO. 2014-10-

A RESOLUTION AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST A JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN AND CONSTRUCTION OF T-HANGARS, BULK HANGARS, DRAINAGE, PERMITTING, SURVEYING, TESTING, PROJECT MANAGEMENT AND INSPECTIONS AT THE PALATKA MUNICIPAL AIRPORT (REDI PROJECT)

WHEREAS, the City of Palatka and the Florida Department of Transportation have reached an agreement for the design and construction of t-hangars, bulk hangars, drainage, permitting, survey, testing, project management and inspections at the Palatka Municipal Airport, and

WHEREAS, the Florida Department of Transportation has proposed a Joint Participation Agreement with the City of Palatka for the above project identified as F.P. Number 434749-1-94-5, with a completion date of 9/30/16; and

WHEREAS, the total project cost for the above described project at Kay Larkin Municipal Airport is \$765,000.00 with the Florida Department of Transportation funding 100%, or \$765,000, and the City of Palatka funding 0%, or \$0.00; and

WHEREAS, it is in the best interest of the City of Palatka to go forward with the Joint Participation Agreement.

NOW THEREFORE, be it resolved that the City Manager, Michael J. Czymbor, and City Clerk, Betsy J. Driggers, are hereby authorized to execute and attest the Joint Participation Agreement on behalf of the City of Palatka for the design and construction of T-hangars, bulk hangars, drainage, permitting, survey, testing, project management and inspection at the Palatka Municipal Airport, F.P. Number 434749-1-94-15.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign requests for Contract Time Extensions, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 9th day of October, 2014.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-08
PUBLIC TRANSPORTATION
OGC - 1114
Page 1 of 14

Financial Project No.: <u>434749-1-04-15</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DDR,DPTO</u> Function: <u>637</u> Federal No.: _____ DUNS No.: <u>80-939-7102</u>	FLAIR Approp.: <u>088719</u> FLAIR Obj.: <u>750004</u> Org. Code: <u>55022020228</u> Vendor No.: <u>VF596000401002</u> CSFA Number: <u>55.004</u>
Contract No.: _____ CFDA Number: _____ CFDA Title: _____	Agency DUNS No.: _____	CSFA Title: _____

THIS AGREEMENT, made and entered into this _____ day of _____
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and City of Palatka
4015 Reid Street Palatka, FL 32177

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed
on or before 9/30/2016 and this Agreement will expire unless a time extension is provided
in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described,
and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including
the implementation of an integrated and balanced transportation system and is authorized under
332.006(6) Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree
as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

Design and Construction Hangar, Drainage, Permitting, Surveying, Testing, Project Management and Inspections.
REDI Project at Palatka Municipal-Lt. Kay Larkin Field

and as further described in Exhibit(s) A, B, C & D attached hereto and by this reference made a part
hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the
terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the
project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ 765,000.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 765,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audit Authority: In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

6.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

6.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, as revised, and required by Section 6.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:

A. The Department at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.

2. In the event that a copy of the reporting package for an audit required by Section 6.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

In addition, pursuant to Section .320 (f), OMB Circular A-133 as revised, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133 as revised, and any management letters issued by the auditor, to the Department at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 6.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

6.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

6.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

6.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Two Public Transportation Office 2198 Edison Avenue Jacksonville, FL, FL, 32204-2730 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's *Travel Form No. 300-000-01*. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.
or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055 F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law. Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 9/30/2016. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215 422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

21.00 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

City of Palatka

AGENCY NAME

See attached Encumbrance Form for date of Funding
Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

Robert L. Parks, PE

SIGNATURE

DEPARTMENT OF TRANSPORTATION

Director of Transportation Development

TITLE

TITLE

Financial Project No. 434749-1-94-15

Contract No. _____

Agreement Date _____

EXHIBIT "A" PROJECTS DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Palatka
4015 Reid Street Palatka, FL 32177
referenced by the above Financial Project Number.

PROJECT LOCATION:

Palatka Municipal-Lt. Kay Larkin Field

PROJECT DESCRIPTION:

Airport Design & Construction Hangar Drainage, Permitting, Surveying, Testing, Project Management and Inspections.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:

Scope of Services

Design Phase, Master Plan, or Planning Study

1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the third-party consultant. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

a. Percentage Completed. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.

b. Completed Tasks. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the

EXHIBIT "A"

PROJECTS DESCRIPTION AND RESPONSIBILITIES

Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

Construction Phase

4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction contractor. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the contractor. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

a. **Percentage Completed.** For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.

b. **Completed Tasks.** For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.

6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

- No invoice activity for 6 month or
- No contract activity for 18 months

Financial Project No. 434749-1-94-15

Contract No. _____

Agreement Date _____

EXHIBIT "C" AVIATION PROGRAM ASSURANCES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,
Department of Transportation and City of Palatka
4015 Reid Street Palatka, FL 32177

A. General

1. Duration: The terms, conditions, and assurances of the Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date that the Agreement is executed. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with state funds.

2. Obligation: The Agency shall honor these assurances for the duration of this Agreement. If the Agency takes any action that is not consistent with these assurances, the full amount of this Agreement will immediately become due and payable to the Florida Department of Transportation.

B. General Assurances

The Agency hereby assures that:

1. Good Title: It holds good title, satisfactory to the Department, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Department that good title will be acquired.

2. Preserving Rights and Powers:

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the Agreement without the written approval of the Department, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the Agency. This shall be done in a manner acceptable to the Department.

b. If an arrangement is made for management and operation of the airport by any agency or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained according to applicable federal and state laws, regulations, and rules.

3. Hazard Removal & Mitigation: It will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

EXHIBIT "C"

AVIATION PROGRAM ASSURANCES

4. Compatible Land Use: It will take appropriate action to ensure local government adoption of airport zoning ordinances that comply with Chapter 333, F.S. The ordinances shall address height restrictions and other potential aviation hazards and limitations on incompatible land uses in the vicinity of the airport. The vicinity of the airport includes all areas that will be affected by normal aircraft operations and noise.

The Agency assures that it will take appropriate action to oppose and/or disapprove any attempted change in local land use regulations that would adversely affect the continued level of airport operations by the creation or expansion of incompatible land use areas. The Agency assures that it will provide the Department with a copy of all local airport zoning ordinances, codes, rules, regulations, and amendments, including proposed and granted variances thereto.

5. Consistency with Local Plans: It will take appropriate actions to have the current airport master plan adopted into the local government comprehensive plan at the earliest feasible opportunity.

6. Airport Layout Plan:

a. It will keep a layout plan of the airport up to date showing:

(1) Boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) Location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) Location of all existing and proposed non-aviation areas and of all existing improvements thereon.

b. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department. The Agency will not make or permit any changes or alterations in the airport or any of its facilities that are not in conformity with the airport layout plan as approved by the Department and which might, in the opinion of the Department, adversely affect the safety, utility, or efficiency of the airport.

7. Fee and Rental Structure: It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport taking into account such factors as the volume of traffic and economy of collection. If this Agreement results in a facility that will be leased or otherwise produces revenue, the Agency assures that the revenue will be at fair market value or higher.

8. Airport Revenue: That all revenue generated by the airport will be expended for capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

9. Financial Plan: It will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements depicted in the airport layout plan. The financial plan shall be a part of the airport master plan. The financial plan shall realistically assess project phasing considering availability of state funding and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system. All project cost estimates contained in the financial plan shall be entered in the Joint Automated Capital Improvement Program (JACIP) Online Web site. The JACIP Online information shall be kept current as the financial plan is updated.

EXHIBIT "C"

AVIATION PROGRAM ASSURANCES

10. Operation & Maintenance: The airport and all facilities which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation. The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department. The Agency will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when flooding or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Agency.

11. Economic Nondiscrimination: It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds, and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

12. Exclusive Rights: It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

13. Federal Funding Eligibility: It will take appropriate actions to maintain federal funding eligibility for the airport. Further, it will avoid any action that renders the airport ineligible for federal funding.

14. Termination of Agreement: It will make expenditures or incur obligations pertaining to this Agreement within two years after the date of this Agreement or the Department of Transportation may terminate this Agreement. The Agency may request a one-year extension of this two-year time period. The District Secretary shall have approval authority.

15. Retention of Rights and Interests: It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which state funds have been expended, for the duration of the terms, conditions, and assurances in the Agreement without approval by the Department.

16. Consultant, Contractor, Scope, and Cost Approval: It will grant the Department the right to disapprove the Agency's employment of specific consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department. Further, the Agency assures that it will grant the Department the right to disapprove the proposed project scope and cost of professional services.

17. Airfield Access: The Agency will not grant or allow easement or access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage.

18. Project Development: All project related work will comply with federal, state, and professional standards; applicable Federal Aviation Administration advisory circulars; and Florida Department of Transportation requirements per chapter 14-60, Florida Administrative Code, *Airport Licensing, Registration, And Airspace Protection*.

C. Planning Projects

If this project involves planning or other aviation studies, the Agency assures that it will:

EXHIBIT "C" AVIATION PROGRAM ASSURANCES

1. **Project Scope:** Execute the project in accordance with the approved project narrative or with approved modifications.
2. **Reports:** Furnish the Department with such periodic project and work activity reports as required.
3. **Public Information:** Make such material available for examination by the public. No material prepared under this Agreement shall be subject to copyright in the United States or any other country.
4. **Disclosure:** Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
5. **Department Guidelines:** Comply with Department airport master planning guidelines if the project involves airport master planning or developing an airport layout plan. This includes:
 - a. Providing copies, in electronic and editable format, of final project materials to the Department. This includes computer-aided drafting (CAD) files of the airport layout plan.
 - b. Developing a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the airport master plan or depicted in the airport layout plan. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system.
 - c. Entering all projects contained in the cost-feasible plan out to twenty years in the Joint Automated Capital Improvement Program (JACIP) database.
6. **No Implied Commitments:** Understand and agree that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

D. Land Acquisition Projects

If this project involves land purchase, the Agency assures that it will:

1. **Applicable Laws:** Acquire the land interest in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; the National Environmental Policy of 1969; FAA Order 5100.37A; FAA Order 5050.4A.; chapters 73 and 74, F.S., when property is acquired through condemnation; and section 286.23, F.S.
2. **Administration:** Maintain direct control of project administration, including:
 - a. Maintaining responsibility for all contract letting and administrative procedures necessary for the acquisition of the land interests.
 - b. Securing written permission from the Department to execute each agreement with any third party.
 - c. Furnishing a projected schedule of events and a cash flow projection within twenty (20) calendar days after completion of the review appraisal.
 - d. Establishing a project account for purchase of land interests.

EXHIBIT "C"

AVIATION PROGRAM ASSURANCES

e. Collecting and disbursing federal, state, and local project funds.

3. Loans: Comply with the following requirements if the funding conveyed by this Agreement is a loan for land purchase according to Chapter 332, F.S.:

- a. The Agency shall apply for a Federal Aviation Administration Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
- b. If federal funds are received for the land purchase, the Agency shall notify the Department by U.S. Mail within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares as described in Chapter 332, F.S.
- c. If federal funds are not received for the land purchase, the Agency shall reimburse the Department to achieve normal project state and local funding shares as described in Chapter 332, F.S., within 30 calendar days after the loan matures.
- d. If federal funds are not received for the land purchase and the state funding share of the land purchase is less than or equal to normal state and local funding shares as described in Chapter 332, F.S., when the loan matures, no reimbursement to the Department shall be required.

4. New Airports:

- a. Protect the airport and related airspace by ensuring local government adoption of an airport zoning ordinance or amending an existing airport zoning ordinance, consistent with the provisions of Chapter 333, F.S., prior to the completion of the project.
- b. Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
- c. Complete an airport master plan within two years of land purchase.
- d. Complete construction necessary for basic airport operation within ten years of land purchase.

5. Use of Land: The Agency shall use the land for aviation purposes in accordance with the terms of this Agreement within ten years after the acquisition date.

6. Disposal of land: For land purchased under an Agreement for airport noise compatibility or airport development purposes, disposition of such land will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

E. Aviation Construction Projects

If this project involves construction, the Agency assures that it will:

1. Certifications: Provide certifications that:

- a. Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- b. All design plans and specifications comply with federal, state, and professional standards and applicable Federal Aviation Administration advisory circulars.
- c. The project complies with all applicable building codes and other statutory requirements.

EXHIBIT "C"

AVIATION PROGRAM ASSURANCES

d. Completed construction complies with the project plans and specifications. Such certification must include an attestation from the Engineer that the project was completed per the approved project plans and specifications.

2. Design Development Criteria: The plans, specifications, construction contract documents, and any and all other similar engineering, construction, and contractual documents produced by the Engineer for the project is hereinafter collectively referred to as "plans" in this Exhibit.

Plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

Plans shall be consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement.

The Engineer shall perform a thorough review of the requirements of the following standards and make a determination as to their applicability to this project. Plans produced for this project shall be developed in compliance with the applicable requirements of these standards:

- Federal Aviation Administration Regulations and Advisory Circulars
- Florida Department of Transportation requirements per chapter 14-60, Florida Administrative Code, *Airport Licensing, Registration, And Airspace Protection*
- Florida Department Of Transportation Standard Specifications For Construction Of General Aviation Airports
- Manual Of Uniform Minimum Standards For Design, Construction And Maintenance For Streets And Highways, commonly referred to as the Florida Greenbook
- Manual on Uniform Traffic Control Devices

Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations that apply to the scope and location of the project.

3. Construction Inspection & Approval: Provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project. The Agency assures that it will allow the Department to inspect the work. The Department may require cost and progress reporting by the Agency.

4. Pavement Preventative Maintenance: With respect to a project for the replacement or reconstruction of pavement at the airport, implement an effective airport pavement maintenance management program and the Agency assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

F. Noise Mitigation Projects

If this project involves noise mitigation, the Agency assures that it will:

1. Local Government Agreements: For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, enter into an agreement with that government. The agreement shall obligate the unit of local government to the same terms, conditions, and assurances that apply to the Agency. The agreement and changes

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

thereto must be satisfactory to the Department. The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

2. Private Agreements: For noise compatibility projects to be carried out on privately owned property, enter into an agreement with the owner of that property to exclude future actions against the airport. The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

Financial Project No. 434749-1-94-15

Contract No. _____

Agreement Date _____

EXHIBIT "D"

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. Compliance Requirements applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$
<u>Compliance Requirements</u>		

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Assistance (Number & Title)</u>	<u>Amount</u>
Florida Department of Transportation	55.004	\$765,000.00
<u>Compliance Requirements</u>		

Activities Allowed:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(FDOT Aviation Grant Program Handbook)

Airport Improvement

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

EXHIBIT "D"

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
 - Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
 - Presentation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects);
 - Safety equipment (including AARF fire fighting equipment and lighted Xs);
 - Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
 - Information technology equipment (used to inventory and plan airport facility needs);
 - Drainage improvements.
- (FDOT Aviation Grant Program Handbook)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved master plan or ALP);
- Mitigation land (on or off airport);
- Aviation easements;
- Right of way;
- Approach clear zones.

(FDOT Aviation Grant program Handbook)

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact;
- Building for lease;
- Industrial park infrastructure and buildings;
- General aviation terminals that will be 100 percent leased out;
- Industrial park marketing programs.

(FDOT Aviation Grant Program Handbook)

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

Allowable Cost: See part three of compliance supplement

Cash Management: See part three of compliance supplement

Matching Requirements are as follows:

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

General Aviation Airports

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

EXHIBIT "D"

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Airport Loans

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$

Compliance Requirements

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

Agenda
Item

36



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2014-10-124 urging the US Congress to adopt a proposed bill to provide amounts from the recent settlement between the Department of Justice and Bank of America for assistance for Florida cities under the Neighborhood Stabilization Program

SUMMARY:

Recently the Board of Directors of the Florida League of Cities voted to urge Congress to pass a bill ensuring a portion of the landmark \$17 billion Bank of America Foreclosure Settlement be distributed to Florida Cities to aid with the foreclosure crisis. The bill, which has been introduced by Florida Congressman Alan Grayson (FL-9) would allocate the dollars to the Neighborhood Stabilization Program.

RECOMMENDED ACTION:

Adopt the resolution urging the US Congress to adopt a proposed bill to provide amounts from the recent settlement between the Department of Justice and Bank of America for assistance for Florida cities under the Neighborhood Stabilization Program

ATTACHMENTS:

Description	Type
Resolution	Resolution
Letter and Draft Bill	Attachment

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	9/24/2014 - 4:49 PM
City Clerk	Driggers, Betsy	Approved	9/24/2014 - 4:49 PM
City Manager	Czybor, Michael	Approved	9/24/2014 - 5:06 PM

RESOLUTION NO. 2014-10-

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
URGING PRESIDENT BARACK OBAMA AND CONGRESS TO
PROVIDE AMOUNTS FROM THE RECENT SETTLEMENT
BETWEEN THE U.S. DEPARTMENT OF JUSTICE AND BANK
OF AMERICA FOR ASSISTANCE UNDER THE
NEIGHBORHOOD STABILIZATION PROGRAM**

WHEREAS, the U.S. Department of Justice and Bank of America reached a landmark \$17 billion settlement over foreclosure abuses and unacceptable nationwide mortgage servicing practices; and

WHEREAS, the settlement calls for a \$5,000,000,000 civil penalty to be paid to the United States Treasury, which does nothing to assist the victims of foreclosures and communities in Florida struggling with the foreclosure crisis; and

WHEREAS, due to the prolonged and grave economic crisis, the number of foreclosures in the State of Florida has exploded, leaving Florida with the dubious distinction of being the state with the largest number of foreclosures in the United States; and

WHEREAS, cities have seen the impacts of the foreclosure crisis on their residents through the decline of property values and therefore reduced property tax revenue used to fund essential services; and

WHEREAS, cities have seen how foreclosures result in abandoned houses, increased criminal activity and a reduced desirability to live in neighborhoods with high levels of foreclosed property; and

WHEREAS, properties in Florida may remain in the foreclosure process for months or years prior to foreclosure sale or other resolution of the foreclosure proceedings, and that such property may be abandoned at any time during the foreclosure proceedings, often without warning or notice or even if not abandoned may not be properly maintained, leading to blight, and lack of public safety; and

WHEREAS, Florida's foreclosure process is one of the more convoluted in the country which has led to a backlog of the court system that might take years to recover; and

WHEREAS, Florida's cities have had to adapt and become proactive to the foreclosure crisis, using existing affordable housing programs, policies and ordinances to aid their residents and their local communities but are in desperate need of funding to continue combating the results of the foreclosure crisis; and

WHEREAS, any amounts received by the United States Treasury as a civil monetary penalty pursuant to the settlement agreement between the Department of Justice and Bank of America could be used to assist foreclosure victims and communities in Florida suffering from the foreclosure crisis by allocating these funds to the Neighborhood Stabilization Program.

NOW, THEREFORE, Be it resolved by the City Commission of the City of Palatka, Florida, as follows:

Section 1. That the City of Palatka does hereby encourage President Barack Obama and the 113th Congress of the United States to use all portions of the \$5 billion civil monetary penalty received by the United States Treasury pursuant to the terms of a settlement agreement between the Department of Justice and Bank of America to be appropriated for the purpose of providing assistance to the Housing and Economic Recovery Act of 2008 to units of general local government.

Section 2. That the City of Palatka does encourage President Barack Obama and the 113th Congress of the United States to allocate the \$5 billion civil monetary penalty to the Neighborhood Stabilization Program to be appropriated based upon a funding formula established by the Secretary of Housing and Urban Development that is established upon the number and percentage of home foreclosures in each unit of local government.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 9th day of October, 2014.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

CITY ATTORNEY



301 South Bronough Street, Suite 300 ♦ Post Office Box 1757 ♦ Tallahassee, FL 32302-1757
(850) 222-9684 ♦ Fax (850) 222-3806 ♦ www.floridaleagueofcities.com

September 5, 2014

The Honorable Marco Rubio
U. S. Senator
284 Russell Senate Office Building
Washington, D.C. 20510-0908

Dear Senator Rubio:

On behalf of Florida's 410 cities, I'm seeking your assistance in stabilizing the effects of foreclosures in Florida. Florida's housing market has been the hardest hit in the country and Florida's cities have been at ground zero. According to Realtor.com July 2014 statistics, Florida leads the nation in foreclosures with 1 home in every 469 under foreclosure. Cities have not only had to face a record number of foreclosures but have also encountered reduced funding for affordable housing programs when they are needed most. There's no one factor, but rather a perfect storm of events, which has led to Florida's housing crisis.

Last month, the Department of Justice and Bank of America reached a landmark \$17 billion settlement over foreclosure abuses and unacceptable nationwide mortgage servicing practices. This settlement does little if nothing to assist the victims and communities in Florida struggling with the foreclosure crisis. The settlement calls for a \$5 billion civil penalty to be paid to the U.S. Treasury.

I urge the members of the Florida Congressional Delegation to work to ensure that a portion the \$5 billion civil penalty be distributed to Florida's cities using a formula based on the number of foreclosures. Local governments, not the state, are in the best position to assist those that need help the most.

Local governments are tied to the housing crisis at several levels. Cities have seen the impacts on their residents through the decline of property values and therefore reduced property tax revenue used to fund essential services. Cities have seen how foreclosures result in abandoned houses, increased criminal activity and a reduced desirability to live in neighborhoods with high levels of foreclosed property. Compounding the problem, Florida's foreclosure process is one of the more convoluted in the country which has led to a backlog of the court system that might take years to recover.

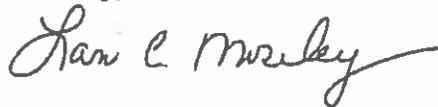
Faced with these bleak prospects, cities have had to adapt and become proactive. Many have developed programs, policies and ordinances to aid their residents and the community. Florida's cities are equipped with existing programs in desperate need of funding to alleviate the results of the foreclosure crisis. From outreach

**Florida League of Cities
Settlement Letter to Florida Congressional Delegation
September 5, 2014**

programs aimed at educating borrowers before purchasing a home, thus preventing future foreclosures, to redevelopment and affordable housing programs that can rehabilitate foreclosed homes for new homeowners, Florida's cities are best equipped to efficiently and effectively assist with the foreclosure crisis.

The staff of the Florida League of Cities and I look forward to working with you to ensure the Floridians receive the foreclosure relief they deserve. If you have additional questions or need additional information regarding this matter, please contact FLC Legislative Director Scott Dudley, the League's Legislative Director, at sdudley@flcities.com or (850) 222-9684. Thank you for your consideration on our request regarding the Bank of America \$17 billion settlement.

Sincerely,

A handwritten signature in black ink that reads "Lori C. Moseley". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Lori C. Moseley
President, Florida League of Cities

[DISCUSSION DRAFT]113TH CONGRESS
2D SESSION**H. R.** _____

To provide amounts from the recent settlement between the Department of Justice and Bank of America for assistance under the Neighborhood Stabilization Program.

IN THE HOUSE OF REPRESENTATIVES

Mr. GRAYSON introduced the following bill; which was referred to the Committee on _____

A BILL

To provide amounts from the recent settlement between the Department of Justice and Bank of America for assistance under the Neighborhood Stabilization Program.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “_____ Act
5 of 2014”.

6 **SEC. 2. USE OF SETTLEMENT AMOUNTS.**

7 (a) **NEIGHBORHOOD STABILIZATION ASSISTANCE.—**

8 From any amounts received by the Treasury as a civil

1 monetary penalty pursuant to the settlement agreement
2 specified in subsection (e), \$5,000,000,000 is hereby ap-
3 propriated, to remain available until expended, for use
4 only for providing assistance under title III of division B
5 of the Housing and Economic Recovery Act of 2008 (42
6 U.S.C. 5301 note) to units of general local government
7 (as such term is defined in section 102 of the Housing
8 and Community Development Act of 1974 (42 U.S.C.
9 5302)), subject to subsections (b), (c), and (d).

10 (b) ALLOCATION AND DISTRIBUTION.—The amounts
11 appropriated by subsection (a) shall be—

12 (1) allocated to units of general local govern-
13 ment based on a funding formula established by the
14 Secretary of Housing and Urban Development that
15 is based upon the number and percentage of home
16 foreclosures in each such unit; and

17 (2) distributed according to such funding for-
18 mula not later than 30 days after the establishment
19 of such formula.

20 (c) INAPPLICABLE PROVISIONS OF NSP.—The fol-
21 lowing provisions of title III of division B of the Housing
22 and Economic Recovery Act of 2008 shall not apply to
23 the assistance provided with amounts appropriated by sub-
24 section (a):

1 (1) Subsection (b) of section 2301 (42 U.S.C.
2 5301 note; relating to allocation of appropriated
3 amounts).

4 (2) Subparagraphs (B) and (C) of section
5 2301(c)(2) (42 U.S.C. 5301 note; relating to pri-
6 ority).

7 (3) Paragraph (3) of section 2301(c) (42
8 U.S.C. 5301 note; relating to exception for certain
9 States).

10 (4) Section 2302 (42 U.S.C. 5301 note; relat-
11 ing to nationwide distribution of resources).

12 (d) **ELIGIBLE USES.**—Notwithstanding subsection
13 (a) and paragraphs (1) and (4) of subsection (c) of section
14 2301 of the Housing and Economic Recovery Act of 2008
15 (42 U.S.C. 5301 note), amounts appropriated by sub-
16 section (a) of this section may be used by units of general
17 local government to assist in providing affordable housing
18 or to mitigate indirect costs relating to foreclosures on res-
19 idential mortgages.

20 (e) **SETTLEMENT AGREEMENT.**—The settlement
21 agreement specified in this subsection is the settlement
22 agreement entered into August 2014 between the United
23 States acting through the United States Department of
24 Justice, along with the States of California, Delaware, Illi-
25 nois, Maryland, and New York, and the Commonwealth

1 of Kentucky, acting through their respective Attorneys
2 General, and Bank of America Corporation, Bank of
3 America, N.A., and Banc of America Mortgage Securities,
4 as well as their current and former subsidiaries and affli-
5 ates.

*Agenda
Item*

3c



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2014-10-125 authorizing the execution of an Agreement between City of Palatka and Grace Fellowship (Church) for use of parking facilities at Shaw Buck Park for church overflow parking in exchange for lawn maintenance services

SUMMARY:

Grace Fellowship (Church), located at 2400 St. Johns Avenue in the former Lemon Heights Baptist Church building, has contact the City regarding using the parking facilities at Shaw Buck Park for overflow parking for church services and events, in exchange for lawn maintenance for the Park. Their letter of inquiry is attached.

Staff has drafted an agreement between the City and the Church outlining the terms of the agreement, also attached. Once approved and executed, the terms of the Agreement will go into effect.

RECOMMENDED ACTION:

Adopt the Resolution authorizing the execution of an Agreement between City of Palatka and Grace Fellowship (Church) for use of parking facilities at Shaw Buck Park for church overflow parking in exchange for lawn maintenance services

ATTACHMENTS:

Description	Type
D Resolution	Resolution
D Agreement	Exhibit
D Exhibit A to Agreement	Exhibit
D Letter of Request from Grace Fellowship	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	9/30/2014 - 4:37 PM
City Clerk	Driggers, Betsy	Approved	9/30/2014 - 4:38 PM
City Manager	Czymbor, Michael	Approved	9/30/2014 - 4:44 PM

RESOLUTION No. 2014-10-

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE CITY MANAGER AND CITY CLERK TO
EXECUTE AND ATTEST AN AGREEMENT BETWEEN THE CITY
OF PALATKA AND GRACE FELLOWSHIP FOR USE OF THE
PARKING FACILITIES AT SHAW BUCK PARK IN EXCHANGE
FOR LAWN MAINTENANCE SERVICES AT SHAW BUCK PARK**

WHEREAS, The City of Palatka (The City) owns and maintains Shaw Buck Park, which is located at 200 Oliver Street, adjacent to the grounds of Grace Fellowship (church), whose address is 2400 St. Johns Avenue; and

WHEREAS, Grace Fellowship (Church) has proposed an agreement between the City of Palatka, wherein, in exchange for use of Shaw Buck Park's parking facilities, the Church will provide lawn maintenance services for the Park; and

WHEREAS, an Agreement outlining the responsibilities of each party has been drafted and is attached hereto as Exhibit A and incorporated herein by reference; and,

WHEREAS, the Palatka City Commission deems it reasonable to enter into said Agreement with Grace Fellowship (Church) for the use of Shaw Buck Park parking facilities for Church services and related events in exchange for lawn maintenance services for Shaw Buck Park.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida, that the City Manager and City Clerk are hereby authorized to execute and attest an agreement between the City of Palatka and Grace Fellowship (Church) for use of parking facilities at Shaw Buck Park for Church services and other Church related events, which is attached hereto as Exhibit "A" and incorporated herein, for a term to begin upon execution of the Agreement and to continue until cancelled by either party according to the terms of the Agreement.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 9th day of October, 2014.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

EXHIBIT "A"

**AGREEMENT BETWEEN
CITY OF PALATKA
AND
GRACE FELLOWSHIP (CHURCH)**

**PROPERTY USAGE AND RELEASE AGREEMENT
FOR
PARKING FACILITIES AT SHAW BUCK PARK**

The City of Palatka (the City), 201 N. 2nd Street, Palatka FL 32177, hereby authorizes Grace Fellowship (the Church), whose physical and mailing address is 2400 St. Johns Avenue, Palatka, FL 31277, the use of the parking facilities located at:

Shaw Buck Park, 200 Oliver Street, Palatka FL

(the Premises) for the purpose of overflow parking for members, guests and visitors of Grace Fellowship (Church), located at 3400 St. Johns Avenue, Palatka, FL. Said authorization shall include but not be limited to the right to use the property for overflow parking for church members and the public attending scheduled services and events at Grace Fellowship Church. The Church agrees not to interfere with use of the Park facilities as a public park. The City agrees not to interfere with the Church's use of the property for church overflow parking purposes.

The above authorization is granted commencing from the date of execution of this Agreement forward, as may be necessary. In exchange, the Church agrees to provide lawn maintenance services for the Park, to include mowing, edging, trimming and weed-eating, at a minimum of two times per month during the months of March through October, and one time per month during the months of November, December, January and February. Such lawn maintenance shall be performed at the Church's expense by qualified agents, members and/or volunteers.

All persons performing lawn maintenance work on the premises shall sign the attached Indemnification Agreement, entitled Exhibit A, which is attached to and made a part of this Agreement by reference, holding the City harmless for any claims or injuries arising from said lawn maintenance work. An original signed and notarized form shall be provided to the City for each authorized person performing said lawn maintenance work on the premises.

In order to protect the City and the Church against claims or demands of any person arising out of personal injuries, death or property damage caused by the negligence of Church, its members or visitors in connection with the use of the Premises, the Church agrees to maintain, at the Church's expense, premises liability/personal injury/death coverage in an amount of not less than \$1,000,000; property damage liability insurance coverage in an amount of not less than \$250,000.00. Said policies shall name the City of Palatka as an additional insured, and a certificate of insurance will be provided annually with the City named as co-insured. The City shall not be responsible for the loss of the Church's property at the Premises and if Church desires to insure against this risk, the Church shall do so at its sole expense. The Church shall not be liable for any indirect, incidental, or consequential damages including, but not limited to, loss of use due to normal wear and tear or acts of God.

The Premises may be used by the Church for the purposes stated herein and shall continue until either party (The Church or The City) provides 30 days written notice to the other party terminating this Agreement.

Upon termination of this Agreement, The Church agrees to restore the Premises to the condition in which they were delivered, reasonable wear and tear excepted. The Church agrees to use reasonable care to prevent damage to the Premises.

Both the undersigned Agents for the City of Palatka and Grace Fellowship Church represent that they have full authority to enter into said Agreement on behalf of each respective entity.

Executed at Palatka, Putnam County, Florida, this ____ day of _____ 2014.

(Seal)

Attest:

CITY OF PALATKA

City Clerk

By: _____
Michael J. Czymbor, City Manager

GRACE FELLOWSHIP (CHURCH)

Witness as to Church

By: _____
(Signature)

Witness as to Church

Name &
Title: _____
(Please Print)

STATE OF FLORIDA
COUNTY OF PUTNAM

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

WITNESS my hand and official seal in the County and State first aforesaid this ____ day of _____, 2013.

My Commission Expires:
(Seal)

Notary Public, State of Florida

EXHIBIT "A"

HOLD HARMLESS, RELEASE AND INDEMNIFICATION AGREEMENT

The undersigned, _____ (hereinafter referred to as "RELEASOR"), and the City of Palatka, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "RELEASEE"), in exchange for good and valuable consideration, the sufficiency and receipt of which they each acknowledge, have this ____ day of _____, 20__ contracted, covenanted and agreed as follows:

WHEREAS, RELEASEE owns certain parcels of real estate ("the property") located within Putnam County, Florida, which it holds in furtherance of one or more public purposes, which purposes may include but are not limited to public park/recreation areas; public streets and sidewalks and areas adjacent thereto; buildings and structures and adjacent lands which RELEASEE may rent to third parties on either a daily/event basis or on a medium/long term basis; or buildings and structures used in connection with the operation of RELEASEE'S normal activities; and,

WHEREAS, RELEASOR desires to come about and upon the property for the purpose of performing tasks of a general maintenance nature, which tasks may include but are not limited to debris, trash, and litter removal; general lawn/grounds maintenance and landscaping; or structure/building maintenance; and,

WHEREAS, RELEASEE cannot and does not warrant the condition of the property to be safe or free of hazards, seen and/or unseen; does not warrant the condition of any equipment which RELEASOR might utilize in the process of performing tasks on the property; does not warrant or represent that any of RELEASEE'S employees or agents are qualified or able to supervise RELEASOR while RELEASOR is about or upon the property in a manner which will guarantee RELEASOR'S safety; and,

WHEREAS, RELEASOR understands and acknowledges all of the above and further that there may be certain risks, foreseen and/or unforeseen, associated with RELEASOR'S entry upon the property and associated with RELEASOR'S performance of the tasks which RELEASOR wishes to perform upon and about the property, and RELEASOR, with full knowledge of said risks, is willing to assume same and hold releasee harmless from any injury, death, or damage which RELEASOR may sustain while upon the property.

NOW, THEREFORE, in exchange for good and valuable consideration, the sufficiency and receipt of which each party acknowledges:

1. RELEASOR hereby releases and holds RELEASEE harmless from any claim, demand, suit, or action which might otherwise be available to RELEASOR arising from any injury, damage, or death sustained by RELEASOR as a result of RELEASOR'S entry upon or presence upon the property for the purposes referenced above.

2. This release and hold harmless agreement shall apply to any and all claims, demands, suits, or causes in action, stemming from any injury, damage, or death, sustained by RELEASOR, whether the cause of said injury, damage, or death, is foreseen or unforeseen, and regardless of whether it is alleged that RELEASEE knew or should have known of said risk.

3. RELEASOR further agrees to indemnify RELEASEE from any claim brought against RELEASEE by any third party as a result of any damage, injury, or death sustained by RELEASOR or sustained by any other person or entity, and arising from RELEASOR'S entry upon or presence upon the property as said entry or presence is contemplated by this agreement .

4. This release shall remain in full force and effect until or unless specifically revoked in writing by RELEASOR and shall apply to every entry and each occasion of RELEASOR'S presence upon the property from the date of this release forward, unless or until specifically revoked in writing with copy of same being delivered to RELEASEE.

Witness

(Sign) _____
(Print Name Here) _____
RELEASOR

Witness

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared _____, who is ___ personally known to me or ___ who has produced drivers license as identification, and who, executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal at Palatka, County of Putnam and State of Florida this ___ day of _____, 20__.

My Commission Expires:

Notary Public *SEAL*

CITY OF PALATKA

Witness

By: _____
It's _____
RELEASEE

Witness

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared _____, who is ___ personally known to me or ___ who has produced drivers license as identification, and who, executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal at Palatka, County of Putnam and State of Florida this ___ day of _____, 20__.

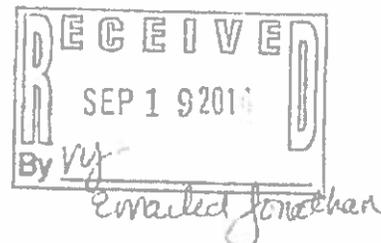
My Commission Expires:

Notary Public *SEAL*

2400 St Johns Avenue
Palatka, FL 32177



386-325-7377
www.gracepalatka.org



September 18, 2014

Mr. Michael Czymbor
201 N 2nd Street
Palatka, FL 32177

Dear Mr. Czymbor,

Our church, located at 2400 St Johns Avenue, has experienced a great start here in Palatka. We have been able to fill our sanctuary each of the Sundays since our start.

With this great start also comes a concern about parking. Our parking has been maxed out. It was brought to our attention that the city may be able to make an arrangement with us for our use of Shaw Buck Park for overflow parking for our facility. In exchange for the use of the park, we would be willing to maintain the lawn services for the park. If this is a possibility, please let us know the proper procedure to make this arrangement.

Sincerely,


Pastor Terry Wright

*Agenda
Item*

3d



CITY COMMISSION AGENDA ITEM

SUBJECT:

Set Halloween Trick or Treat Date and Time for Friday, October 31, 2014 from 6:00 p.m. to 8:00 p.m.

SUMMARY:

October 31 is Halloween, which falls on Friday night in 2014. Traditionally the City sets Halloween Trick or Treat hours on Halloween between the hours of 6:00 p.m. and 8:00 p.m. The Police Department has been consulted and has no other recommendation on any other date and times. Putnam County has also set Trick or Treat for county residents on October 31st.

RECOMMENDED ACTION:

Set Halloween Trick or Treat hours on Friday, October 31, 2014 from 6:00 p.m. to 8:00 p.m.

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	9/29/2014 - 1:36 PM
City Clerk	Driggers, Betsy	Approved	9/29/2014 - 1:37 PM
City Manager	Czymbor, Michael	Approved	9/29/2014 - 2:06 PM

*Agenda
Item*

3e



CITY COMMISSION AGENDA ITEM

SUBJECT:

Introduce Form 8B, Memorandum of Voting Conflict into the record filed by Commissioner James Norwood, Jr. on votes taken September 11 (Agenda Item 7) and September 25 (Agenda Item 6), 2014

SUMMARY:

Commissioner Norwood declared the appearance of a voting conflict and recused himself from discussion and voting on September 11, 2014 for Agenda Item 7, Acceptance of Ranking of Design-Build Proposals for construction of The St. Johns River Center, and on September 25, 2014 for Agenda Item 6, Award of Design-Build Contract Agreement to Riverfront Square, LLC for design and construction of the St. Johns River Center, citing his employment by G-P Corp.

RECOMMENDED ACTION:

Incorporate Form 8B, Memorandum of Voting conflict, into the minutes of the 9/11/14 and 9/25/14 meetings, respectively.

ATTACHMENTS:

Description	Type
Form 8b - Voting Conflict - James Norwood, Jr.; Sept. 11, 2014	Exhibit
Form 8b - James Norwood, Jr.; Sept. 25, 2014	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	9/29/2014 - 2:15 PM
City Clerk	Driggers, Betsy	Approved	10/1/2014 - 1:20 PM
City Manager	Czymbor, Michael	Approved	10/1/2014 - 2:09 PM

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, James Norwood, Jr., hereby disclose that on September 11, 20 14 :

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

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

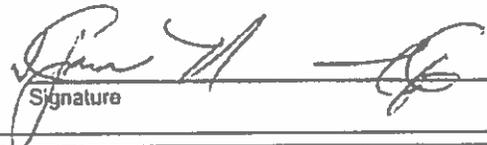
(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

7. RESOLUTION confirming and accepting the ranking of Design-Build Proposals received for the St. Johns River Center and authorizing the City Manager to negotiate a Design-Build Agreement with Riverfront Square, LLC in an amount not to exceed \$659,144 - Adopt.

I am employed by Georgia-Pacific Corporation, who is paying for the construction of this building.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed



Signature

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, James Norwood, Jr., hereby disclose that on September 25, 20 14 :

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

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

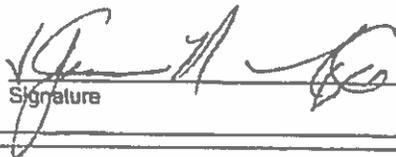
(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

7. RESOLUTION confirming and accepting the ranking of Design-Build Proposals received for the St. Johns River Center and authorizing the City Manager to negotiate a Design-Build Agreement with Riverfront Square, LLC in an amount not to exceed \$669,144 - Adopt.

I am employed by Georgia-Pacific Corporation, who is paying for the construction of this building.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed



Signature

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

Agenda Item

4



CITY COMMISSION AGENDA ITEM

SUBJECT:

REQUEST for Police ticketing practices and Red Light Camera policy changes - Neil Letts

SUMMARY:

Mr. Letts has requested an opportunity to speak to the Commission concerning "excessive penalties for non-criminal activities," specifically Police Department practices in issuing traffic related citations, and the City's policy to issue Red Light Camera tickets to individuals turning "right on red" without coming to a complete stop.

Mr. Letts clarified his request, stating he received a \$113.00 ticket for having an expired tag on a trailer he was towing. He states he renewed the tag for \$35. He also states he received and paid a red light camera ticket for making what he described as a "safe" right turn on a red light.

RECOMMENDED ACTION:

Mr. Letts has requested commission action regarding amendment of policy. Staff is mute on recommended action.

ATTACHMENTS:

Description	Type
D Request to be placed on City Commission Agenda	Attachment
D Florida Statuted 316 0083	Attachment

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	9/30/2014 - 4:55 PM
City Clerk	Driggers, Betsy	Approved	9/30/2014 - 4:56 PM
City Manager	Czymbor, Michael	Approved	9/30/2014 - 4:59 PM

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

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

REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

NOTE: Regular City Commission meetings are held on the 2nd and 4th Thursdays of the month at 6:00 p.m. If you wish to appear on the Palatka City Commission meeting agenda, you should submit this request form, together with any attachments or backup material that would help the Commission to better consider your request, to the City Clerk's office either in person, by mail (201 N. 2nd Street, Palatka 32177), fax (386-329-0199) or e-mail (bdriggers@palatka-fl.gov). Please note that without adequate supporting documentation or information, the Commission may not be in a position to take any action on your request. Materials submitted for the Commission's review during the meeting may not be considered as this does not give the Commission or Staff adequate time to read or consider such material. If you plan to make a PowerPoint presentation, please submit your media (thumb drive, DVD, etc.) to the Clerk's Office in advance.

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

Name of Individual, Organization and/or Group making presentation or request:

Neil Letts 9 Hawthorne 32640 (Palatka)

Address: 1100 Little Orange Lake Dr e-mail Lettsneil@gmail.com

Daytime Phone 352 283 6288 other ph. _____ Fax _____

Requested meeting date: 10/9/14 Meeting date assigned: 10-23-14
(For Clerk's Office Use Only)

? Request for Commission Action; OR X? Presentation Only; no action required

Subject Matter you wish to address: Reverse Excessive Penalties
for non-criminal activities.

(attach additional sheet if necessary)

Commission Action Requested, if any: Remove Intersection Cameras
Request Lower Tag expiration Penalties

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

201 N. 2ND STREET • PALATKA, FLORIDA 32177

PHONE: (386) 329-0100

www.palatka-fl.gov

FAX: (386) 329-0106

Select Year:

The 2014 Florida Statutes

[Title XXIII](#)
MOTOR VEHICLES

[Chapter 316](#)
STATE UNIFORM TRAFFIC CONTROL

[View Entire Chapter](#)

316.0083 Mark Wandall Traffic Safety Program; administration; report.—

(1)(a) For purposes of administering this section, the department, a county, or a municipality may authorize a traffic infraction enforcement officer under s. [316.640](#) to issue a traffic citation for a violation of s. [316.074\(1\)](#) or s. [316.075\(1\)\(c\)1](#). A notice of violation and a traffic citation may not be issued for failure to stop at a red light if the driver is making a right-hand turn in a careful and prudent manner at an intersection where right-hand turns are permissible. A notice of violation and a traffic citation may not be issued under this section if the driver of the vehicle came to a complete stop after crossing the stop line and before turning right if permissible at a red light, but failed to stop before crossing over the stop line or other point at which a stop is required. This paragraph does not prohibit a review of information from a traffic infraction detector by an authorized employee or agent of the department, a county, or a municipality before issuance of the traffic citation by the traffic infraction enforcement officer. This paragraph does not prohibit the department, a county, or a municipality from issuing notification as provided in paragraph (b) to the registered owner of the motor vehicle involved in the violation of s. [316.074\(1\)](#) or s. [316.075\(1\)\(c\)1](#).

(b)1.a. Within 30 days after a violation, notification must be sent to the registered owner of the motor vehicle involved in the violation specifying the remedies available under s. [318.14](#) and that the violator must pay the penalty of \$158 to the department, county, or municipality, or furnish an affidavit in accordance with paragraph (d), or request a hearing within 60 days following the date of the notification in order to avoid the issuance of a traffic citation. The notification must be sent by first-class mail. The mailing of the notice of violation constitutes notification.

b. Included with the notification to the registered owner of the motor vehicle involved in the infraction must be a notice that the owner has the right to review the photographic or electronic images or the streaming video evidence that constitutes a rebuttable presumption against the owner of the vehicle. The notice must state the time and place or Internet location where the evidence may be examined and observed.

c. Notwithstanding any other provision of law, a person who receives a notice of violation under this section may request a hearing within 60 days following the notification of violation or pay the penalty pursuant to the notice of violation, but a payment or fee may not be required before the hearing requested by the person. The notice of violation must be accompanied by, or direct the person to a website that provides, information on the person's right to request a hearing and on all court costs related thereto and a form to request a hearing. As used in this sub-subparagraph, the term "person" includes a natural person, registered owner or coowner of a motor vehicle, or person identified on an affidavit as having care, custody, or control of the motor vehicle at the time of the violation.

d. If the registered owner or coowner of the motor vehicle, or the person designated as having care, custody, or control of the motor vehicle at the time of the violation, or an authorized representative of the

owner, coowner, or designated person, initiates a proceeding to challenge the violation pursuant to this paragraph, such person waives any challenge or dispute as to the delivery of the notice of violation.

2. Penalties assessed and collected by the department, county, or municipality authorized to collect the funds provided for in this paragraph, less the amount retained by the county or municipality pursuant to subparagraph 3., shall be paid to the Department of Revenue weekly. Payment by the department, county, or municipality to the state shall be made by means of electronic funds transfers. In addition to the payment, summary detail of the penalties remitted shall be reported to the Department of Revenue.

3. Penalties to be assessed and collected by the department, county, or municipality are as follows:

a. One hundred fifty-eight dollars for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver failed to stop at a traffic signal if enforcement is by the department's traffic infraction enforcement officer. One hundred dollars shall be remitted to the Department of Revenue for deposit into the General Revenue Fund, \$10 shall be remitted to the Department of Revenue for deposit into the Department of Health Emergency Medical Services Trust Fund, \$3 shall be remitted to the Department of Revenue for deposit into the Brain and Spinal Cord Injury Trust Fund, and \$45 shall be distributed to the municipality in which the violation occurred, or, if the violation occurred in an unincorporated area, to the county in which the violation occurred. Funds deposited into the Department of Health Emergency Medical Services Trust Fund under this sub-subparagraph shall be distributed as provided in s. 395.4036(1). Proceeds of the infractions in the Brain and Spinal Cord Injury Trust Fund shall be distributed quarterly to the Miami Project to Cure Paralysis and used for brain and spinal cord research.

b. One hundred fifty-eight dollars for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver failed to stop at a traffic signal if enforcement is by a county or municipal traffic infraction enforcement officer. Seventy dollars shall be remitted by the county or municipality to the Department of Revenue for deposit into the General Revenue Fund, \$10 shall be remitted to the Department of Revenue for deposit into the Department of Health Emergency Medical Services Trust Fund, \$3 shall be remitted to the Department of Revenue for deposit into the Brain and Spinal Cord Injury Trust Fund, and \$75 shall be retained by the county or municipality enforcing the ordinance enacted pursuant to this section. Funds deposited into the Department of Health Emergency Medical Services Trust Fund under this sub-subparagraph shall be distributed as provided in s. 395.4036(1). Proceeds of the infractions in the Brain and Spinal Cord Injury Trust Fund shall be distributed quarterly to the Miami Project to Cure Paralysis and used for brain and spinal cord research.

4. An individual may not receive a commission from any revenue collected from violations detected through the use of a traffic infraction detector. A manufacturer or vendor may not receive a fee or remuneration based upon the number of violations detected through the use of a traffic infraction detector.

(c)1.a. A traffic citation issued under this section shall be issued by mailing the traffic citation by certified mail to the address of the registered owner of the motor vehicle involved in the violation if payment has not been made within 60 days after notification under paragraph (b), if the registered owner has not requested a hearing as authorized under paragraph (b), or if the registered owner has not submitted an affidavit under this section.

b. Delivery of the traffic citation constitutes notification under this paragraph. If the registered owner or coowner of the motor vehicle, or the person designated as having care, custody, or control of the motor vehicle at the time of the violation, or a duly authorized representative of the owner, coowner, or designated person, initiates a proceeding to challenge the citation pursuant to this section, such person waives any challenge or dispute as to the delivery of the traffic citation.

c. In the case of joint ownership of a motor vehicle, the traffic citation shall be mailed to the first

name appearing on the registration, unless the first name appearing on the registration is a business organization, in which case the second name appearing on the registration may be used.

2. Included with the notification to the registered owner of the motor vehicle involved in the infraction shall be a notice that the owner has the right to review, in person or remotely, the photographic or electronic images or the streaming video evidence that constitutes a rebuttable presumption against the owner of the vehicle. The notice must state the time and place or Internet location where the evidence may be examined and observed.

(d)1. The owner of the motor vehicle involved in the violation is responsible and liable for paying the uniform traffic citation issued for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal, unless the owner can establish that:

a. The motor vehicle passed through the intersection in order to yield right-of-way to an emergency vehicle or as part of a funeral procession;

b. The motor vehicle passed through the intersection at the direction of a law enforcement officer;

c. The motor vehicle was, at the time of the violation, in the care, custody, or control of another person;

d. A uniform traffic citation was issued by a law enforcement officer to the driver of the motor vehicle for the alleged violation of s. 316.074(1) or s. 316.075(1)(c)1.; or

e. The motor vehicle's owner was deceased on or before the date that the uniform traffic citation was issued, as established by an affidavit submitted by the representative of the motor vehicle owner's estate or other designated person or family member.

2. In order to establish such facts, the owner of the motor vehicle shall, within 30 days after the date of issuance of the traffic citation, furnish to the appropriate governmental entity an affidavit setting forth detailed information supporting an exemption as provided in this paragraph.

a. An affidavit supporting an exemption under sub-subparagraph 1.c. must include the name, address, date of birth, and, if known, the driver license number of the person who leased, rented, or otherwise had care, custody, or control of the motor vehicle at the time of the alleged violation. If the vehicle was stolen at the time of the alleged offense, the affidavit must include the police report indicating that the vehicle was stolen.

b. If a traffic citation for a violation of s. 316.074(1) or s. 316.075(1)(c)1. was issued at the location of the violation by a law enforcement officer, the affidavit must include the serial number of the uniform traffic citation.

c. If the motor vehicle's owner to whom a traffic citation has been issued is deceased, the affidavit must include a certified copy of the owner's death certificate showing that the date of death occurred on or before the issuance of the uniform traffic citation and one of the following:

(I) A bill of sale or other document showing that the deceased owner's motor vehicle was sold or transferred after his or her death, but on or before the date of the alleged violation.

(II) Documentary proof that the registered license plate belonging to the deceased owner's vehicle was returned to the department or any branch office or authorized agent of the department, but on or before the date of the alleged violation.

(III) A copy of a police report showing that the deceased owner's registered license plate or motor vehicle was stolen after the owner's death, but on or before the date of the alleged violation.

Upon receipt of the affidavit and documentation required under this sub-subparagraph, the governmental entity must dismiss the citation and provide proof of such dismissal to the person that submitted the affidavit.

3. Upon receipt of an affidavit, the person designated as having care, custody, or control of the motor

vehicle at the time of the violation may be issued a notice of violation pursuant to paragraph (b) for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal. The affidavit is admissible in a proceeding pursuant to this section for the purpose of providing proof that the person identified in the affidavit was in actual care, custody, or control of the motor vehicle. The owner of a leased vehicle for which a traffic citation is issued for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal is not responsible for paying the traffic citation and is not required to submit an affidavit as specified in this subsection if the motor vehicle involved in the violation is registered in the name of the lessee of such motor vehicle.

4. Paragraphs (b) and (c) apply to the person identified on the affidavit, except that the notification under sub-subparagraph (b)1.a. must be sent to the person identified on the affidavit within 30 days after receipt of an affidavit.

5. The submission of a false affidavit is a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(e) The photographic or electronic images or streaming video attached to or referenced in the traffic citation is evidence that a violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal has occurred and is admissible in any proceeding to enforce this section and raises a rebuttable presumption that the motor vehicle named in the report or shown in the photographic or electronic images or streaming video evidence was used in violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal.

(2) A notice of violation and a traffic citation may not be issued for failure to stop at a red light if the driver is making a right-hand turn in a careful and prudent manner at an intersection where right-hand turns are permissible.

(3) This section supplements the enforcement of s. 316.074(1) or s. 316.075(1)(c)1. by law enforcement officers when a driver fails to stop at a traffic signal and does not prohibit a law enforcement officer from issuing a traffic citation for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver fails to stop at a traffic signal in accordance with normal traffic enforcement techniques.

(4)(a) Each county or municipality that operates a traffic infraction detector shall submit a report by October 1, 2012, and annually thereafter, to the department which details the results of using the traffic infraction detector and the procedures for enforcement for the preceding state fiscal year. The information submitted by the counties and municipalities must include statistical data and information required by the department to complete the report required under paragraph (b).

(b) On or before December 31, 2012, and annually thereafter, the department shall provide a summary report to the Governor, the President of the Senate, and the Speaker of the House of Representatives regarding the use and operation of traffic infraction detectors under this section, along with the department's recommendations and any necessary legislation. The summary report must include a review of the information submitted to the department by the counties and municipalities and must describe the enhancement of the traffic safety and enforcement programs.

(5) Procedures for a hearing under this section are as follows:

(a) The department shall publish and make available electronically to each county and municipality a model Request for Hearing form to assist each local government administering this section.

(b) The charter county, noncharter county, or municipality electing to authorize traffic infraction enforcement officers to issue traffic citations under paragraph (1)(a) shall designate by resolution existing staff to serve as the clerk to the local hearing officer.

(c) Any person, herein referred to as the "petitioner," who elects to request a hearing under paragraph (1)(b) shall be scheduled for a hearing by the clerk to the local hearing officer to appear before a local

hearing officer with notice to be sent by first-class mail. Upon receipt of the notice, the petitioner may reschedule the hearing once by submitting a written request to reschedule to the clerk to the local hearing officer, at least 5 calendar days before the day of the originally scheduled hearing. The petitioner may cancel his or her appearance before the local hearing officer by paying the penalty assessed under paragraph (1)(b), plus \$50 in administrative costs, before the start of the hearing.

(d) All testimony at the hearing shall be under oath and shall be recorded. The local hearing officer shall take testimony from a traffic infraction enforcement officer and the petitioner, and may take testimony from others. The local hearing officer shall review the photographic or electronic images or the streaming video made available under sub-subparagraph(1)(b)1.b. Formal rules of evidence do not apply, but due process shall be observed and govern the proceedings.

(e) At the conclusion of the hearing, the local hearing officer shall determine whether a violation under this section has occurred, in which case the hearing officer shall uphold or dismiss the violation. The local hearing officer shall issue a final administrative order including the determination and, if the notice of violation is upheld, require the petitioner to pay the penalty previously assessed under paragraph (1)(b), and may also require the petitioner to pay county or municipal costs, not to exceed \$250. The final administrative order shall be mailed to the petitioner by first-class mail.

(f) An aggrieved party may appeal a final administrative order consistent with the process provided under s. [162.11](#).

History.—s. 5, ch. 2010-80; s. 98, ch. 2012-174; ss. 3, 74, ch. 2012-181; s. 43, ch. 2013-15; s. 5, ch. 2013-160.

Agenda Item

5



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE establishing regulations for illegal drug manufacturing sites - 1st Reading

SUMMARY:

Illegal Drug Manufacturing sites are a growing threat and are being discovered in many areas of Florida, including municipalities. In 2007, there were four documented methamphetamine laboratories seized by law enforcement officials in Putnam County. Three of the four methamphetamine production sites were located inside populated communities within the City of Palatka. In 2010 there were an additional three methamphetamine labs discovered in the City limits. During 2012, two marijuana cultivation laboratories were discovered in the City of Palatka.

The current method of addressing illegal manufacturing sites consists of identification, collection, and disposal. In response to the manufacturing sites being discovered, new and innovative measures must be taken by not only law enforcement officials, but by other regulatory agencies and municipal departments. The potential health risks related to manufacturing sites are well documented by narcotics experts and medical professionals all over the country. Once a lab is discovered and broken down from a law enforcement perspective, the threat of harm to innocent persons remains a considerable possibility. Measures need to be enacted to insure that the threats of long term exposure from a pre-existing clandestine laboratory site are in place to protect the citizens of Palatka.

Enacting a Decontamination of Illegal Manufacturing Sites Ordinance will ensure that the proper steps are followed such as; identification, public notification, clean up and proper disposal, site inspections, and deferring all cost from the City of Palatka to the property owners. The City of Jacksonville has adopted a Decontamination of Illegal Manufacturing Site Ordinance, in which the new ordinance for the City of Palatka is modeled after. The ordinance created for Palatka has been made Palatka specific. The new ordinance will require that all of the appropriate steps are taken, ensuring that there are no public health issues before Code Enforcement will release the property.

RECOMMENDED ACTION:

Pass on first reading an ordinance establishing regulations for illegal drug manufacturing sites. Second reading is scheduled for July October 23, 2014

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Police	Getchell, Gary	Approved	5/30/2014 - 8:46 AM
City Clerk	Driggers, Betsy	Approved	9/29/2014 - 1:13 PM
City Manager	Czymbor, Michael	Approved	9/29/2014 - 2:09 PM

ORDINANCE No. 2014-

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING CHAPTER 18, ARTICLE X OF THE CODE OF ORDINANCES TO ESTABLISH REGULATIONS FOR THE DECONTAMINATION OF ILLEGAL DRUG MANUFACTURING SITES; CREATING DEFINITIONS, PROVISIONS FOR THE DETERMINATION OF PROPERTY AS BEING UNSAFE BECAUSE OF USE AS AN ILLEGAL DRUG MANUFACTURING SITE; ESTABLISHING PROCEDURES FOR OWNERS OF SUCH PROPERTIES; PROCEDURES FOR ASSESSMENT, DECONTAMINATION, SAMPLING AND TESTING; PROVIDING FOR THE DISPOSAL OF UNSAFE CONTENTS; PROVIDING FOR THE DESTRUCTION OF UNSAFE PROPERTIES, REQUIRING DISCLOSURE OF THE SALE OR TRANSFER OF SUCH PROPERTIES; SETTING FORTH REGULATIONS FOR LICENSING AND REGULATION OF DRUG LABORATORY DECONTAMINATION CONTRACTORS, INCLUDING PROVISIONS FOR THE DENIAL, SUSPENSION AND REVOCATION OF DRUG LABORATORY DECONTAMINATION CONTRACTOR LICENSES; PROVIDING FOR THE ASSESSMENT OF FINES AND FEES; AND AMENDING APPENDIX "A", FEE SCHEDULE OF THE CODE OF ORDINANCES TO INSERT FINES AND FEES PERTAINING TO THIS SECTION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is important for the City of Palatka to establish a process to address properties found to be unsafe and unfit for use due to chemical contamination that may result from illegal drug manufacturing, processing, refinement or creation; and

WHEREAS, the City recognizes an increase in the number of properties that have been identified in the City as sites of illegal drug manufacturing, processing, refinement or creation; and

WHEREAS, the potential health risks related to illegal drug manufacturing sites are significant;

WHEREAS, sites with chemical contamination require professional clean-up and disposal; and

WHEREAS, the presence of vacant and abandoned properties may discourage buyers from purchasing property within the City; and

WHEREAS, the City wishes to require that proper steps are followed in the identification, public notification, clean-up, disposal and inspections of illegal drug manufacturing sites are taken; and

WHEREAS, the City wishes to insure that responsible parties held accountable for the costs involved in the clean-up of illegal drug manufacturing sites; and

WHEREAS, the City wishes to require the use of professional contractors to perform clean-ups on contaminated sites; and

WHEREAS, the City wishes to require the use of professional contractors to perform clean-ups on contaminated sites; and

WHEREAS, the City wishes to require the proper inspection of contaminated sites by City of Palatka personnel.

NOW, THEREFORE, BE IT ENACTED BY THE CITIZENS OF THE CITY OF PALATKA, FLORIDA, that the following Sections 1 through 19 of this Ordinance shall be adopted and inserted into Chapter 18 of the Palatka Municipal Code of Ordinances and Section 20 shall be adopted and inserted into Appendix A, Fee Schedule of the Palatka Municipal Code, as follows:

Section 1. Recitals. The above-listed “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby rendered a specific part of this Ordinance upon adoption and shall serve as its legislative history.

Section 2. Title. This ordinance shall be known as the Decontamination of Illegal Drug Manufacturing Sites Ordinance.

Section 3. Purpose of article. The purpose of this article is to protect the health, safety, and welfare of the citizens of Palatka by prohibiting the possession, use, sale, and manufacture of synthetic substances as defined herein which, when consumed, mimic the effects of narcotics or controlled substances, and more specifically as follows:

Purpose and scope.

- (a) *Purpose.* The purpose of this Subpart is to provide a means whereby property can be evaluated, decontaminated and returned to use when found to be unsafe and unfit for use due to chemical contamination that may have resulted from illegal drug manufacturing, processing, refinement or creation wherein hazardous chemicals are used in such process.
- (b) *Scope.* These rules apply to any property deemed to be unsafe pursuant to this Chapter as a result of its use due to manufacturing, processing, refinement or creation of illicit drugs wherein hazardous chemicals are used in such process and also includes the following: criteria used by agencies when determining property unsafe for use; maintenance of listing of unsafe for use properties; property owner responsibilities; assessment, decontamination, sampling and testing procedures; requirements for demolition and disposal of property contents; disclosure requirements for property sale, lease (both short term and long term) or transfer; qualifications for decontamination and sampling personnel; licensing requirements for decontamination contractors; and contractor penalties.

Section 4. Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) *Agent of the Owner* means a current employee of the owner of record who was in the employ of that owner at the time the property was determined to be an illegal drug manufacturing site; or is a current employee of any new owner and who was an employee of that owner at the time the property was sold or transferred to that owner prior to decontamination.

- (b) *Certificate of Fitness* means a certificate issued for a particular property by the Municipal Code Enforcement Unit indicating that the property is fit for use.
- (c) *Contractor* means a contractor licensed by the Municipal Code Enforcement Unit under these rules to perform assessment and decontamination activities at illegal drug manufacturing sites.
- (d) *Decontamination and Contamination Reduction* mean reduction in levels of known contaminants within structures to at or below 0.1 micrograms methamphetamine per one hundred square centimeters (ug/100 sq.cm) for surface area wipe samples and 1 part per million (ppm) for total volatile organic compounds for air samples. Levels of other contaminants associated with the illegal drug manufacturing process shall be mitigated to acceptable clean-up levels appropriate for the medium within which such contamination is found as established by the Florida Department of Environmental Protection using currently available methods and processes.
- (e) *Full Disclosure* means written notice to a prospective buyer, lessor or recipient of any illegal drug manufacturing site as set forth in Section 18 – 11.
- (f) *Illegal Drug Manufacturing Site* means any property, building, structure, vehicle or other location which has been used in whole or in part for the unauthorized manufacture, processing, refinement or creation of any illicit drug wherein hazardous chemicals are used in such process. This shall include, but is not limited to, single-family residences, individual units of multi-family structures, hotels, motels, or other public lodgings, storage units, trailers intended to be pulled behind a motor vehicle, motorized vehicles, manufactured housing, or any shop, booth, or garden or yard.
- (g) *Owner* means:
 - (1) For real property, the owner of record as disclosed by the records of the Putnam County Tax Collector; or,
 - (2) For personal property for which a certificate of title or ownership has been issued, the person shown as owner on such certificate.
- (h) *Reasonable Grounds* includes, but is not limited to, the presence of chemicals, substances, apparatus and chemical residues commonly associated with an illegal drug manufacturing site.
- (i) *Unsafe for Use* means a determination made by the Municipal Code Enforcement Unit that a property is or has been an illegal drug manufacturing site and may be contaminated with hazardous chemicals or substances.
- (j) *Unsafe for Use Listing* means a listing of properties in the City of Palatka that have been determined to be illegal drug manufacturing sites, and that have not been issued a Certificate of Fitness. The list shall be maintained by the Municipal Code Enforcement Unit.
- (k) *Use* means occupancy, physical presence in or entry for any reason including, but not limited to, entry for such things as cleaning, remodeling, repairs, or demolition, as allowed in Section 18 - 8.

Section 5. Determination of unsafe for use classification.

- (a) The determination that a property is unsafe for use applies to any property that is known to have been used as an illegal drug manufacturing site, or for which there are reasonable grounds to believe that the property has been used as an illegal drug manufacturing site.
- (b) Any owner of a property that was an illegal drug manufacturing site may obtain a Certificate of Fitness by following all the procedures and meeting all the criteria of these rules.
- (c) When the Code Enforcement officer has made a determination that a property is unsafe for use, it shall proceed as follows:
 - (1) Notify the owner or agent of the affected property by personal service or by certified mail sent within three working days of the determination. Proof of such mailing shall be considered service. Proof of actual delivery is not required. Where the owner of record or the title or certificate holder is not listed in public records or cannot be reasonably notified, service of notice on the registered agent or other designated agent or posting on the affected property is sufficient;
 - (2) Notify the Building Inspector, the Police Department and/or other affected agencies; and
 - (3) Post a standard warning notice provided by the Code Enforcement Unit at all entrances to the contaminated property at the time of the determination. Such notice(s) shall be displayed continuously until a Certificate of Fitness has been issued by the Code Enforcement officer and shall specifically state that unauthorized entry or physical presence in the contaminated structure or property may result in such individual's physical arrest and criminal prosecution pursuant to Florida Statute 810.09 (1) (a)
- (d) The notice required in subsection (c)(1) of this section shall include a statement that the owner may obtain a hearing as specified in Section 2-286.

Section 6. Unsafe for Use listing by the Code Enforcement Unit

- (a) The City Code Enforcement Officer shall place any property on an official "unsafe for use" listing after a determination that a property is unsafe for use has been made by Code Enforcement Unit.
- (b) To remove a property from the unsafe for use list, the owner must petition The Code Enforcement Unit and provide written proof that:
 - (1) The determination that the property is unsafe for use has been reversed by a Code Enforcement Officer; or
 - (2) A determination has been reversed by a court of law or the Code Enforcement Board pursuant to the hearing procedures specified in Section 2-286; or
 - (3) A Certificate of Fitness has been issued for the property.

Section 7. Procedures for owners of unsafe for use properties.

- (a) The owner of property determined to be unsafe for use shall:
 - (1) Prevent by reasonable means the entry into, physical presence in, occupancy of or any use whatsoever by anyone of the property in question until the property has been issued a Certificate of Fitness or until the determination that the property is unsafe for use has been reversed in writing by Code Enforcement Officer, Code Enforcement Board or by a court of competent jurisdiction; except that qualified contractors and regulatory and law enforcement agencies and their authorized agents may enter such properties for purposes of evaluation, sampling, investigation and/or decontamination; and owners or agents of the owner may enter such properties for the purposes of decontamination when approved by Code Enforcement Officer as set forth in subsection (b) of this section; and
 - (2) Retain a contractor to supervise the decontamination efforts, including: performing a site assessment; supervising site sampling by an independent third party as required in Section 18- 8(c); submitting a work plan for Code Enforcement Unit's approval; and decontaminating the property or supervising the decontamination of the property. An owner or an agent of the owner may perform the decontamination when the requirements of this subsection and the criteria of section (b) or (c), below, are met.
- (b) A Code Enforcement Officer may approve the performance of the decontamination work by the owner or an agent of the owner in accordance with subsection (a)(2) of this rule if all of the following criteria are met:
 - (1) Methamphetamine was the only drug manufactured at the site; and
 - (2) The method of manufacturing was the ephedrine-red phosphorus or ephedrine-sodium/lithium metal method; and
 - (3) The manufacturing occurred after 1996; and
 - (4) No visual or apparent evidence of manufacturing-related contamination, filth and debris, or biohazards are present; and
 - (5) No manufacturing-related fire occurred.
- (c) When a contractor is proposing a demolition as a method of decontamination as set forth in subsection (b), above, a Code Enforcement Officer may waive sub-subsections b(1) through b(5) if:
 - (1) Methamphetamine was the only drug manufactured; and
 - (2) The owner or agent of the owner is prohibited from entering the structure(s) to be demolished.
- (d) The Code Enforcement Unit may disallow the owner or agent of the owner from performing the decontamination work when there is evidence of removal of contents or any other form of decontamination not approved by a Code Enforcement Officer.

- (e) An owner must do one of the following before unsafe for use property can be used: provide evidence that the unsafe for use property designation has been reversed on appeal; provide evidence that the property has been assessed as set forth in Section 18-8(a)(1), found not to be contaminated, and a Certificate of Fitness issued; or provide evidence that the property has been decontaminated and a Certificate of Fitness issued.

Section 8. Procedures for assessment, decontamination, sampling and testing.

- (a) A contractor who has been retained to assess a property shall submit all information, proposals and the appropriate fee to the city on the form supplied by the City of Palatka.
 - (1) The contractor shall assess the site and characterize the extent of contamination by, but not limited to, the following:
 - i. Securing any documentation available from Code Enforcement Unit, law enforcement agencies, other appropriate state agencies or other sources regarding the nature and extent of the illegal drug activity and evidence of such activity;
 - ii. Evaluating the property site to determine the nature and extent of observable damage and contamination;
 - iii. Providing a written site assessment with an accompanying sampling and analysis plan. The contractor shall submit the assessment and sampling plan, along with the appropriate fee listed in Section 18-18(d), to The Code Enforcement Unit for approval prior to commencement of the decontamination work;
 - iv. Supervising qualified, third-party sampling personnel, as set forth in Section 18-8(c) in the collection of site samples;
 - v. Arranging for the qualified scientific testing of air, surfaces, and articles and materials on or taken from the site;
 - vi. Providing a brief written description of the contaminated site and buildings, and a scale drawing of the property including the location and type of all site structures; floor plans drawn to reasonable scale of all affected buildings; location of any surface waters, wells, and/or septic tanks; location of any damage, observable contamination, chemical storage, dump sites, burn piles, or drug lab operations;
 - vii. Supplying photographs of the site and the interior and exterior of any buildings, vehicles, boats or other potentially contaminated structures or areas. These photographs must show any damage, observable contamination or identified dump sites that may be present;
 - viii. Providing a list of the sample locations, methods, and laboratory tests to be performed prior to decontamination of the property, and a list of the articles and materials that may need removal from the site during the decontamination process; and
 - ix. Supplying the name of the company retained to collect the samples, name(s) of the analytical laboratory(ies) performing the analyses on the samples, and the name and qualifications of the sample collector.
 - (2) The contractor shall submit the assessment along with all tests, findings and conclusions, the name of the owner, mailing and street address, legal description of the property, clear directions for locating the property, and a completed application for a Certificate of Fitness along with the applicable fee to the Code Enforcement Unit if no contamination is

found. If the findings are acceptable to a Code Enforcement Officer, a Certificate of Fitness may be issued.

- (b) If contamination is found, the contractor shall proceed as follows to decontaminate the property, or to supervise the owner or agent of the owner in the decontamination:
- (1) Prepare and submit to the Code Enforcement Officer a written work plan for decontamination along with the applicable fee. The work plan, at a minimum, shall include:
 - i. Complete identifying information such as street address, mailing address, owner of record, legal description, and clear directions for locating the property;
 - ii. A drawing of the contaminated property including floor plans of all affected buildings drawn to reasonable scale showing the location of damage and contamination, chemical storage, and the location of all sampling points used in the initial evaluation;
 - iii. A summary of the information obtained from any law enforcement agencies, Code Enforcement officer and/or other sources and a discussion of its relevance to the contamination;
 - iv. A summary of all tests performed, test results and a discussion of the significance of the test, along with a copy of the laboratory test results;
 - v. Specific procedures for decontamination detailing any and all materials or articles to be removed, all procedures to be employed to remove contaminants, any proposed processes to cover or encapsulate contaminants, appropriate labeling of contaminated materials removed from the property to alert members of the general public that such materials are unsafe, and any other proposed procedures for decontamination and disposal of contaminated materials;
 - vi. A complete listing of proposed post-decontamination laboratory tests of the property and the name(s) of the laboratory(ies) doing the testing;
 - vii. A listing of all personnel who will participate in the on-site decontamination and qualifications of each;
 - viii. Certification that all workers, except as set forth in Section 18-7(b), are qualified and trained under applicable OSHA rules, per 29 CFR 1910.120(e) and associated state rules and will use appropriate protective clothing and equipment whenever on the property;
 - ix. All results of the site assessment; and
 - x. Documentation that the site to be decontaminated meets the criteria established in Section 18-7(b) or (c) when proposing an owner decontamination.

After securing written approval from a Code Enforcement Officer for the work plan or amended work plan, the contractor shall complete the decontamination work, or supervise the completion of the work, in accordance with the approved work plan;

- (2) The contractor shall arrange for, and supervise as necessary as set forth in Section 18-8(c), all follow-up sampling as specified in the approved work plan;
 - (3) The contractor shall submit to the Code Enforcement Unit, written and photographic documentation showing that the decontamination has been completed in accordance with the approved work plan, along with all follow-up test results required by the approved work plan, and a completed affidavit on a form supplied by Code Enforcement Unit attesting to compliance with the approved work plan; and
 - (4) If in the course of decontamination, factors are discovered requiring modifications to the work plan, such modifications may be made only upon prior written approval from a Code Enforcement Officer. The contractor shall provide the Code Enforcement Officer with written confirmation that the modified work as approved was performed.
- (c) The contractor shall insure that all samples collected from the site, including the taking of air, surface and bulk samples prior to and after decontamination of the property are performed by independent, qualified personnel using industry-recognized standards and protocols. The contractor shall insure that the sampling personnel utilize the most current Standard Operating Procedures developed by the Florida Department of Environmental Protection for such activity.
- (1) The contractor shall insure that all laboratory tests on the samples collected from the site are performed by a laboratory following standard laboratory practices. The laboratory shall:
 - i. Be currently certified or approved under appropriate state, federal, or professional programs;
 - ii. Use standard methods and procedures when available;
 - iii. Have implemented a quality assurance program, including use of quality control measures, that has been accepted by the Florida Department of Environmental Protection; and
 - iv. Have a US Drug Enforcement Administration registration on file with the Code Enforcement Unit if analyzing for controlled substances.
 - (2) The contractor shall insure that the following components of the site sampling and laboratory testing are integrated into the work plan:
 - i. The materials, equipment and techniques used, or to be used, for sampling at each location;
 - ii. All control samples taken, or to be taken, including the location, materials, techniques and results;
 - iii. The exact location within the property where each test sample was or will be collected. Samples collected after decontamination shall be collected immediately adjacent to the location initially tested, and shall be sampled by identical methods in order to accurately reflect the effectiveness of the decontamination work; and

- iv. Surface sample test results are reported as total weight of contaminant per appropriate unit of area to equal ug/100 sq.cm and air sample test results shall be reported in ppm. If other media or contaminants are to be sampled, such results shall be reported in the manner most common to the industry standard for such sample.
- (3) All site assessment reports and test results shall be retained by the contractor for a period of not less than one calendar year from the date of certification of the site.

Section 9. Compliance with regulations and disposing of contents of unsafe for use properties.

A contractor must conduct any abatement activities in compliance with applicable local, state and federal regulations. Permits may be required for such activities. The contractor shall provide written documentation to the Code Enforcement Unit of proper disposal of all materials removed from unsafe for use properties. The contractor shall prominently post all dumpsters or other waste collection areas with notice that the contents of such dumpster or waste collection area are contaminated.

Section 10. Destruction of property determined to be unsafe for use.

Property found to be unsafe for use may be demolished completely or in part in order to remove the contamination. A contractor shall comply with all state and local requirements, including any permits, for protecting health and the environment in any demolition approved by the Code Enforcement Unit, and shall remove or contain all hazards resulting from the illegal drug manufacturing. A contractor shall submit a written work plan to the Code Enforcement Officer and receive written approval from the Code Enforcement Unit prior to the demolition. Where required, permits for demolition shall also be obtained from the city before demolition begins.

Section 11. Disclosure for sale or transfer of illegal drug manufacturing sites.

- (a) An owner of unsafe for use property may transfer or sell the property before a Certificate of Fitness is issued if the owner provides full written disclosure to the buyer or transferee. The owner shall attach the disclosure statement to the earnest money receipt, if any, or otherwise attach the disclosure statement to the sale or transfer document for each transaction, and shall, at a minimum, include each of the following:
 - (1) A verbatim statement as follows: "The property in this transaction has been determined to be an illegal drug manufacturing site and cannot be rented, leased, entered or used for any reason without first being issued a Certificate of Fitness by the Municipal Code Enforcement Unit." The statement shall be in 10-point, bold type or equivalent;
 - (2) A brief description of the property including street address and legal description;
 - (3) A brief description of the kind and location of all drug manufacturing activities on the property if known;
 - (4) The name and address of the owner of record, the name and address of the buyer/recipient, and the date of the transfer;
 - (5) The name of the agency that determined the property was used as an illegal drug manufacturing site;

- (6) The address and telephone number of the agency that made the above determination; and
 - (7) A photocopy of the written notice of determination as issued by the Municipal Code Enforcement Unit.
- (b) The owner shall provide a copy of the disclosure statement for each transaction to the Municipal Code Enforcement Unit within 10 days of the closing of the sale or transfer.

Section 12. Qualifications, training and licensing of contractors and employees.

- (a) No person or entity shall advertise to undertake, or perform the work necessary to assess or decontaminate properties found to be unsafe for use, without first complying with these rules and securing a license to do from the Code Enforcement Unit and Municipal Code Enforcement Division, except as set forth in subsection (b), below, or in Section 18-12 (b) and (c).
- (b) Before applying for a decontamination contractor license, a contractor must be registered, bonded and insured as a general contractor with the Florida Department of Professional Regulation. Companies and persons providing only sample collection, transportation and testing services for drug laboratory decontamination contractors are not required to be licensed pursuant to these rules; however, a contractor shall supervise anyone providing sample collection as set forth in Section 18-8(c), and anyone providing sample collection services shall comply with the hazardous materials training required in subsection (e), below, and the qualification and training requirements of Section 18-8 (b) (1) viii. Laboratories providing sample analysis shall comply with Section 18-8 (c) (1).
- (c) The contractor shall provide documentation to Code Enforcement Officer that its supervisory personnel seeking training and certification as a drug laboratory decontamination supervisor have successfully completed at least 40 hours of hazardous materials training satisfying the requirements of 29 CFR 1910.120(e). The contractor shall insure that only persons so qualifying are admitted for training, examination or on-site work as an illegal drug manufacturing site decontamination supervisor.
- (d) The contractor shall insure that its employees and agents who have on-site duties or who handle contaminated materials, chemicals or contaminated equipment, shall be trained as required by 29 CFR 1910.120(e) before engaging in assessment, testing or decontaminating illegal drug manufacturing sites. Refresher training as required by said rules and regulations shall be kept current.
- (e) The contractor's supervisory employees performing on-site drug site decontamination activities shall successfully complete the initial training course required in section (d), above, and shall successfully complete refresher training specified by Code Enforcement Unit every other year to renew their certification. Code Enforcement Unit may also require more frequent training updates.
- (f) The contractor's non-supervisory employees who have on-site exposure to properties found unsafe for use shall receive specialized drug site decontamination training before having any on-site exposure, and must attend refresher training at least every other year to renew their certification. The contractor shall supply the Code Enforcement Unit with documentation of such training for each employee who enters an illegal drug manufacturing site. Training

referred to in subsections (e) and (f) is required in addition to the training required by Federal OSHA regulations referred to in subsection (d) of this rule.

- (g) All contractors and all employees of any contractor shall carry identification provided by the Code Enforcement Unit attesting to their training credentials and level of training whenever performing duties at an illegal drug manufacturing site.

Section 13. Contractor listing.

The Municipal Code Enforcement Unit shall maintain a complete listing of Drug Laboratory Decontamination Contractors and shall provide copies of the list upon request, to any property owner, prospective buyer, licensee or other interested person.

Section 14. On-site supervision.

- (a) The contractor shall insure that at all times during site assessment and sampling activities on illegal drug manufacturing sites, a qualified supervisor employed by the contractor shall be on site and responsible for the activities performed. A Code Enforcement Officer may also require the presence of such a supervisor on these sites during decontamination activities. Supervisors shall at all times while on site carry identification required by the Municipal Code Enforcement Unit attesting to their training and credentials.
- (b) An applicant for a decontamination license must demonstrate that it has one or more qualified supervisors on staff.
- (c) A contractor may not perform any illegal drug manufacturing site activities unless the contractor has at least one certified supervisor.

Section 15. Entry and inspection.

Properties determined to be unsafe for use may be entered and inspected as set forth in Section 18-16 (a). Law enforcement officials may accompany such entries for safety or security purposes. The owner, manager, tenant, or occupant of such property shall allow access to all parts of such property for these purposes and for quality control evaluations pursuant to Section 18-16 from the date of the finding that the property is unsafe for use and up to six months after a Certificate of Fitness has been issued.

Section 16. Quality control checks.

- (a) A Code Enforcement Officer or designated agent may inspect, evaluate and perform tests upon any property for which a Certificate of Fitness has been requested or issued. The inspection, evaluation and tests shall determine whether the approved work plan was followed, whether post-cleaning tests submitted meet the requirements of Section 18-8 (c), and whether the property has been decontaminated adequately. The contractor shall be subject to license revocation, suspension, civil penalties or other penalties pursuant to if inadequate decontamination is found.
- (b) A Code Enforcement Officer may monitor the work of any contractor at any illegal drug manufacturing site.

Section 17. Advice and consultation.

Code Enforcement Officer shall be available to consult with contractors, as well as those planning to become contractors, on information pertinent to illegal drug manufacturing sites, including but not limited to chemicals found at such sites and their toxicity, new or revised decontamination procedures, personal protective equipment and applicable federal regulations and state rules.

Section 18. Licenses and fees.

Fees for initial license application, renewal of license, penalty for late renewal, and fees for site assessment review, work plan review and project completion review/certificate of fitness shall be as listed in Appendix A to Chapter 18 of the Palatka Municipal Code.

No portion of any fee is refundable unless the fee was submitted in error and the application is withdrawn by written request of the applicant within ten working days of submission.

Section 19. Denial, suspension, revocation of license and civil penalties.

- (a) An applicant for an initial license as a Drug Laboratory Decontamination Contractor will be denied if the applicant fails to meet any of the qualifications or requirements of these rules.
- (b) Code Enforcement may deny, suspend or revoke the license of any contractor found to be in violation of the rules set forth.

Section 20. That Appendix A to Chapter 18 of the Palatka Municipal Code is hereby amended to insert the following fees, which correspond to the provisions of this Ordinance;

- (a) Initial license application fee - \$100.00
- (b) Renewal of license - \$50.00
- (c) Penalty for late renewal - \$100.00
- (d) Site assessment review fee - \$100.00
- (e) Work plan review - \$50.00
- (f) Project completion review and certificate of fitness fee - \$100.00

Section 21. Conflicts. That all ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

Section 22. Severability. That if any section or portion of a section or subsection of this ordinance proves to be invalid, unlawful, of unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect or any other section or portion of a section, subsection, or part of the ordinance.

Section 23. Effective Date. That this ordinance shall take effect upon its passage as provided by law.

Section 24. Codification. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida, and shall be appropriately numbered to conform to the uniform numbering system of the City of Palatka Code.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 23rd day of October, 2014.

CITY OF PALATKA

By: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

*Agenda
Item*

6



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE establishing regulations for synthetic drugs - 1st Reading

SUMMARY:

Synthetic chemical and/or liquid mixtures are being marketed and sold in the City of Palatka which are not necessarily controlled by federal or state law but which are designed and marketed to mimic the effects of controlled substances such as cannabis and cathinones. These synthetic drugs are commonly marketed for sale to the general public, but especially to young adults and teenagers as a "safe" and/or "legal" alternative to marijuana or other controlled substance.

Synthetic cannabinoids, also known as "Spice" or "K2", are mixtures of herbs that are typically sprayed with a synthetic compound that chemically mimics tetrahydrocannabinol (THC), the principal psychoactive chemical in marijuana. The product generally resembles potpourri, but can also be found in powder form or may be in liquid form to be smoked in electronic cigarettes. These products are marketed and users generally expect them to mimic the effects of THC which affects the function of the human body. In fact, reporting from users, health professionals and poison control authorities indicate the physical and psychological effects of these products greatly exceed the severity of symptoms associated with marijuana. Rather than just marijuana's heightened senses, slowed response, impaired skills and anxiety, these products typically also produce short-term effects such as hallucinations, breathing difficulty, increased heart rates, chest pains, seizures and death. Long-term physiological effects are unknown.

Synthetic cathinones, commonly known as "bath salts," refers here to an emerging family of drugs containing one or more synthetic chemicals related to cathinone, an amphetamine-like stimulant found naturally in the Khat plant. These illicit synthetic cathinones typically take the form of a white or brown crystalline powder and are sold in small vials, capsules, and plastic or foil packages labeled "not for human consumption." Sometimes also marketed as "plant food," "jewelry cleaner" or "phone screen cleaner," reports of severe intoxication and dangerous health effects associated with use of bath salts have made these drugs a serious and growing public health and safety issue. The synthetic cathinones in bath salts can produce euphoria and increased sociability and sex drive, but users also experience paranoia, agitation, and hallucinatory delirium; some even display psychotic and violent behavior, and deaths have been reported in several instances.

Efforts have been made to prohibit the manufacture, sale and distribution of these synthetic drugs through state legislation. The State of Florida, in an attempt to curtail the marketing, sale, and consumption of synthetic drugs has added in Chapter 893, Florida Statutes, many of the chemicals and chemical compounds used in the manufacture of synthetic drugs as controlled or prohibited substances, but the manufacturers alter the composition slightly to get around the named illegal substances. This effectively thwarts the prohibition. Due to the ease of making slight molecular alterations of these chemicals or chemical compounds, law enforcement agencies have found it extremely difficult to bring criminal charges against the manufacturers, producers, and marketers of synthetic drug products.

The current method of addressing the synthetic drugs is not effective due to the ability of manufacturers to alter the compounds slightly and get around the intent of Florida Statute 893.

In an effort to assist local agencies in combating the synthetic drug problem described, the Florida Department Law Enforcement has suggested utilizing local ordinances that incorporate language from Florida Statute 499, "misbranded drugs". As "misbranded" "drugs" under Chapter 499, such products would then be subject to search warrants of non-residential locations under Florida Statutes Chapter 933. Local ordinances have been found that have been effective in dealing with the synthetic drug sales by utilizing the language described. Those ordinances from Hillsborough County, Pasco County, the City of Ocala and Broward County have provided a template to develop an ordinance for the City of Palatka. The ordinance would prohibit the sale or distribution of misbranded drugs and provide for fines to be charged to retail outlets that violate the ordinance.

RECOMMENDED ACTION:

Pass on first reading the proposed ordinance establishing regulations for synthetic drugs. If passed on first reading, this will go to second reading on October 23, 2014

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Police	Getchell, Gary	Approved	5/30/2014 - 8:44 AM
City Clerk	Driggers, Betsy	Approved	9/29/2014 - 1:15 PM
City Manager	Czymbor, Michael	Approved	9/29/2014 - 2:10 PM

ORDINANCE No. 14 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROHIBITING THE POSSESSION, SALE, OR MANUFACTURE OF SYNTHETIC DRUGS; PROVIDING A STATEMENT OF INTENT; PROVIDING FOR A TITLE; DEFINITIONS; DETERMINATION OF A PRODUCT WHICH CONSTITUTES A SYNTHETIC DRUG; PROHIBITED ACTS; LABORATORY ANALYSIS; ENFORCEMENT AND PENALTIES; PROVIDING FOR CONFLICTS OF LAW; PROVIDING FOR SEVERABILITY, CODIFICATION, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, synthetic chemical and/or liquid mixtures are being marketed and sold in the City of Palatka which are not necessarily controlled by federal or state law but which are designed and marketed to mimic the effects of controlled substances ; and

WHEREAS, the manufacture or production of synthetic drugs is not regulated by the U.S. Food and Drug Administration; and

WHEREAS, pursuant to Article 8 of the Florida Constitution and Section 125.66, Florida Statutes, and in accordance with the proscriptions on local regulation imposed by the Fair Packaging and Labeling Act, 15 U.S.C. § 1461, The City of Palatka possesses the police powers to enact ordinances in order to protect the health, safety, and welfare of the County's citizens; and

WHEREAS, synthetic drugs are commonly marketed for sale to the general public, but especially to young adults and teenagers as a "safe" and/or "legal" alternative to marijuana or other controlled substance; and

WHEREAS, the City of Palatka Commissioners has been advised by the Palatka Police Department of a significant increase in the use of synthetic drugs and substances by young adults and teenagers; and

WHEREAS, synthetic drugs, including the common references "synthetic cannabinoids", "bath salts", cathinones and substituted cathinones, and other dangerous chemicals, are being added by producers and manufacturers to products in an effort to mimic the effects of illegal drugs when ingested into the human body; and

WHEREAS, due to the absence of FDA testing and regulation, the long term health effects of synthetic drug products are unknown, have not undergone human clinical testing, and their manufacturing and production process has no regulatory oversight; and

WHEREAS, “synthetic cannabinoids”, also known as “Spice” or “K2”, are mixtures of herbs that are typically sprayed with a synthetic compound that chemically mimics tetrahydrocannabinol (THC), the principal psychoactive chemical in marijuana. The product generally resembles potpourri, but can also be found in powder form or may be in liquid form to be smoked in electronic cigarettes. These products are marketed and users generally expect them to mimic the effects of THC which affects the function of the human body. In fact, reporting from users, health professionals and poison control authorities indicate the physical and psychological effects of these products greatly exceed the severity of symptoms associated with marijuana. Rather than just marijuana's heightened senses, slowed response, impaired skills and anxiety, these products typically also produce short-term effects such as hallucinations, breathing difficulty, increased heart rates, chest pains, seizures and death. Long-term physiological effects are unknown; and

WHEREAS, “synthetic cathinones”, commonly known as “bath salts,” refers here to an emerging family of drugs containing one or more synthetic chemicals related to cathinone, an amphetamine-like stimulant found naturally in the Khat plant. These illicit synthetic cathinones typically take the form of a white or brown crystalline powder and are sold in small vials, capsules, and plastic or foil packages labeled “not for human consumption.” Sometimes also marketed as “plant food,” “jewelry cleaner” or “phone screen cleaner,” reports of severe intoxication and dangerous health effects associated with use of bath salts have made these drugs a serious and growing public health and safety issue. The synthetic cathinones in bath salts can produce euphoria and increased sociability and sex drive, but users also experience paranoia, agitation, and hallucinatory delirium; some even display psychotic and violent behavior, and deaths have been reported in several instances.

WHEREAS, synthetic drugs are marketed as substances which affect the function of the human body and users generally expect synthetic drugs to affect the function of the human body, however ingestion of synthetic drugs has been known to produce undesired and dangerous side effects such as headaches, agitation, nausea, vomiting, hallucinations, loss of consciousness, elevated blood pressure, tremors, seizures, severe paranoia, aggression, anxiety, kidney failure, increased heart rate, and even death; and

WHEREAS, according to the American Association of Poison Control Centers, exposure to, or ingestion of synthetic cannabinoids and synthetic cathinones continue to result in thousands of calls to emergency medical facilities and poison control centers across the United States; and

WHEREAS, the manufacture, sale, and use of synthetic drugs has become a crisis problem negatively effecting the health, safety, and welfare of the citizens of Palatka, in particular the youth of Palatka; and

WHEREAS, the State of Florida, in an attempt to curtail the marketing, sale, and consumption of synthetic drugs has added in Chapter 893, Florida Statutes, many of the chemicals and chemical compounds used in the manufacture of synthetic drugs as controlled or prohibited substances; and

WHEREAS, the Palatka Police Department has determined that the manufacturers and producers of synthetic drugs have slightly altered the molecular composition of the chemicals or chemical compounds to avoid regulation under the state statutes and have plans to continue that practice; and

WHEREAS, due to the ease of making slight molecular alterations of these chemicals or chemical compounds, law enforcement agencies have found it extremely difficult to bring criminal charges against the manufacturers, producers, and marketers of synthetic drug products; and

WHEREAS, undercover investigations by the Police Department into the manufacture, marketing, sale, use, and consumption of synthetic drugs have proven to be lengthy, costly, and man-power intensive; and have failed to curtail the marketing, sale, and consumption of synthetic drugs;

WHEREAS, the Palatka Police Department has indicated that continued enforcement of synthetic drugs under the state statutes has been, and continues to be, hampered merely by the slight changing of the molecular make-up or recipe of the chemicals or chemical compounds used in the manufacture of synthetic drugs in order to defeat law enforcement investigations; and

WHEREAS, it is not the intent of this ordinance to interfere with legitimate actions and conduct of individuals which are protected under the constitutions and laws of the United States and the State of Florida.

NOW, THEREFORE, BE IT ENACTED BY THE CITIZENS OF THE CITY OF PALATKA, FLORIDA, that the following Sections 1 through 9 of this Ordinance shall be adopted, inserted into and made part of the Palatka Municipal Code of Ordinances:

Section 1. Recitals. The above-listed "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby rendered a specific part of this Ordinance upon adoption and shall serve as its legislative history.

Section 2. Title. This ordinance shall be known as the Synthetic Drug Ordinance.

Section 3. Purpose of article. The purpose of this article is to protect the health, safety, and welfare of the citizens of Palatka by prohibiting the possession, use, sale, and manufacture of synthetic substances as defined herein which, when consumed, mimic the effects of narcotics or controlled substances.

Section 4. Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) *Synthetic chemical or synthetic chemical compound* refers to a chemical or chemical compound whose molecular composition is similar to, or mimics any of those substances listed as controlled substances in F.S. Ch. 893, and whose intended use when introduced into the human body is to mimic the effects of a controlled substance. "Substantially similar chemical structure" of a controlled substance is described in F.S. 893.0356.
- (b) *Synthetic cannabinoids* means any herbal, vegetal or liquid material which has been soaked, sprayed, blended, combined or otherwise enhanced with a synthetic chemical or synthetic chemical compound that enables the herbal, vegetal or liquid material, or the smoke or vapor emitted from its burning, or vaporization, to mimic or simulate the effects of a controlled substance, tetrahydrocannabinol (THC), when inhaled, ingested, or otherwise introduced into the human body or otherwise affects the function of the human body. Any herbal, vegetal or liquid material described above shall be considered a synthetic cannabinoid regardless of the labeling posted on the packaging for the material and regardless of whether the labeling states that its contents are "not for human consumption," "not for smoking," or other similar statement. The fact that a herbal, vegetal or liquid material, packaged and advertised as a food additive, potpourri, herbal incense, etc., has

been soaked, sprayed, blended, combined or otherwise enhanced with a synthetic chemical or synthetic chemical compound which has no legitimate relation to the advertised use of the product may be considered in determining whether the product is considered a synthetic cannabinoid. This term specifically does not include any herbal, vegetal or liquid material containing synthetic chemicals or chemical compounds which: (1) require a prescription; (2) are approved by the United States Food and Drug Administration; and (3) are dispensed in accordance with Florida and Federal law.

- (c) *Synthetic Cathinones*, also known as *bath salts*, means any granular, crystalline, powdered, pill, encapsulated, stick, or block material form of synthetic chemical or synthetic chemical compound that enables the material, or the smoke or vapor emitted from its burning or vaporization, to mimic or simulate the effects of a narcotic or other controlled substance when inhaled, ingested, injected or otherwise introduced into the human body or otherwise affects the function of the human body. Any material described above shall be considered a synthetic drug regardless of the labeling posted on the packaging for the material and regardless of whether the labeling states that its contents are "not for human consumption," "not for smoking," or contains some other similar statement. Material packaged and advertised as a cleaning agent, food additive, therapeutic bath crystals, plant food, insect repellent, etc. is, in fact, a synthetic chemical or synthetic chemical compound which has no legitimate relation to the advertised use of the product and is considered a synthetic drug. This term specifically does not include any legitimate, traditional materials known as bath salts or Epsom salts containing synthetic chemicals or chemical compounds which may: (1) require a prescription; (2) are approved by the United States Food and Drug Administration; and (3) are dispensed in accordance with Florida and Federal law.
- (d) *Controlled substance* means any substance defined or listed in Schedule I, II, III, or IV of F.S. § 893.03, as amended including any analogues, isomers, esters, ethers, salts, and salts of isomers, esters and ethers of such substances.
- (e) *Drug* means an article or substance that is intended to affect the structure or any function of the body of humans as defined in F.S. § 499.003.
- (f) *Misbranded drug* means a drug that violates Section 499.007, F.S., including, but not limited, to drugs for which (1) the label is in any way false or misleading; (2) the label does not bear the name and place of business of the manufacturer, repackager, or distributor of the finished form of the drug; (3) the label does not bear adequate directions for use; or (4) the label does not bear adequate warnings against use.
- (g) *Drug paraphernalia* means other than devices to ingest or inject prescription drugs, any object used, intended for use of designed for use in ingesting, inhaling or otherwise introducing illicit drugs or controlled substances into the human body. In determining whether an object is drug paraphernalia, a court may consider any of the factors enumerated in § 893.146, F.S.

Section 5. Determination of a product as a synthetic drug.

The following factors, taken in the totality of the circumstances, may be considered in determining whether a product, substance, or other material should be classified as a synthetic drug. For the purposes of enforcement pursuant to Section 8 of this ordinance, the establishment of two or more of these factors shall constitute prima facie evidence that the product is a synthetic drug.

- (1) *Marketing*: A product routinely advertised to be a substance for which it is rarely, if ever, suitable to be used for (i.e. - incense, potpourri, food additive, therapeutic bath

crystals, plant food, insect repellent, communication device screen cleaner, jewelry cleaner, glass cleaner, etc.).

- (2) **Sales location:** Products, whether displayed or not, but offered or sold in, or through, businesses such as liquor stores, smoke shops, and gas/convenience stores where such advertised products are not typically sold.
- (3) **Labels and packaging:**
 - a. Products marketed as common non-consumable products which contain warnings not normally found on such products. The warnings may be similar, but not limited to, "not for human consumption", "not for purchase by minors", etc., or
 - b. Products containing notices on the package not normally found on similar products such as, but not limited to, "does not contain any chemical compounds prohibited by State law," "contains no prohibited chemicals," "product is in accordance with State and Federal laws," "product is in compliance with new Florida Law HB 1175," "does not contain AM2201 or any DEA banned substance", "legal herbal substance," "aromatherapy only," "legal in 50 States," "100% compliant guaranteed," etc.
 - c. Products whose package labeling or design suggests the user will achieve a "high", euphoria, relaxation, mood enhancement, or that the product has other drug-like effects on the body or otherwise affects the function of the human body.
 - d. Products using brand names and packaging designed to make the product appear similar to illicit street drugs or commonly used street slang for illicit drugs or their effects or employs symbols, terms or effects of illegal drugs, such as marijuana leaf, blunts, red eyes or crossed-out eyes.
 - e. Packages are misleading, deceptive or misbranded, including but not limited to (1) the label is in any way false or misleading; (2) the label does not bear the name and place of business of the manufacturer, repackager, or distributor of the finished form of the drug; (3) the label does not bear adequate directions for use; or (4) the label does not bear adequate warnings against use and/or the product contains contradictory warnings/directions for the product's use, which is not consistent for the type of product advertised. (Example: "For fragrance or aromatherapy only" which requires human inhalation and/or "blueberry flavor" upon packages that also read "not for human consumption" or similar statements.)
- (4) **Price:** The price of the synthetic drug product is incongruent with other products marketed in the ~~County~~ City for legitimate use as incense, plant food, etc.
- (5) **Similarity to illicit street drugs:** Products designed to make the substance appear similar to illicit street drugs (Examples: a white powder made to resemble, in color and texture, cocaine, or dried vegetal material resembling marijuana).
- (6) **Ingredients:** A product which is, or has been enhanced with, a synthetic chemical or synthetic chemical compound that has no legitimate relation to the advertised use of the product but mimics the effects of a controlled substance when the product, or the smoke or vapor from the burned or vaporized product, is introduced into the human body.
- (7) **Verbal or written representations:** Verbal or written representations made at the place of sale or display regarding the purpose, methods, use, or effect of the product on the human body.

- (8) *Co-sale*: Offers or suggestions to purchase products such as cigars, pipes, cigarette papers or e-cigarettes that are used with synthetic drugs and demonstrate intent for human consumption.
 - (9) *Subterfuge*: Use of passwords, signs, vouching or other means to vet purchasers and hiding product from general view or offsite to evade law enforcement as to the product's presence.
-

Section 6. Prohibited acts.

- (a) The possession, use, sale, distribution, production, or manufacture of synthetic drugs, as defined in this article, is prohibited in the City of Palatka.
- (b) The display for sale or marketing of synthetic drugs, as defined in this article, in retail stores is prohibited in the City of Palatka.
- (c) The display for sale, marketing, advertisement, or other offer for sale or trade of any product described in Subsections (1) through (9) of Section 4 of this Ordinance is prohibited, and may be enforced ~~administratively~~ as a City Ordinance violation.
- (d) No person in control of the premises of any place of business selling or displaying drug paraphernalia shall allow or permit any person under the age of 18 to enter or remain on the premises unless the minor person is accompanied by one of his or her parents or by his or her guardian.
- (e) Such premises must prominently display a sign (approved by or provided by the City of Palatka) posted at the entrance, stating that drug paraphernalia is located within the premises, and prohibiting persons under 18 from entering the establishment without their parent or guardian.

Section 7. Laboratory analysis.

Any laboratory analysis of suspected synthetic drug products shall be conducted by a State certified laboratory, competent to provide expert testimony in a court of law as to the chemical contents of the product and to the effect such contents may have if introduced into a human body. The Palatka Police Department shall collect the suspected synthetic as evidence and may submit it to the proper laboratory for analysis and expert testimony. Upon the ~~administrative~~ determination of a violation, costs for investigative work shall be assessable against the person or entity charged with the violation.

Section 8. Enforcement and penalties.

- (a) Primary responsibility for the enforcement of this article shall be with any law or code enforcement officer. Any products found in violation of this section may be seized and held by the enforcing entity as evidence to be used in any further proceeding. This article may be enforced ~~administratively~~ as a code enforcement violation pursuant to Chapter 2 Article V of the City Ordinances and Laws, as amended. This article is ~~administratively~~ enforceable against any natural person, business entity, trust, partnership, corporation, lessee, or property owner. Due to the dangerous medical and health effects the products prohibited by this article can have on the user of the product, each violation shall be considered a serious threat to the public health, safety, and welfare of the citizens of the City of Palatka. ~~This article shall not preempt any~~

~~municipal ordinance governing the subject area herein that conflicts with, or is more stringent than, this article or that prohibits a substance or product that is not prohibited by this article.~~

A duly appointed Special Magistrate, or the Code Enforcement Board of the City of Palatka, upon determining that a violation of this article has occurred, shall order the violator(s) to pay a civil penalty of \$500.00 for each violation. Upon determining that a repeat violation of this article has occurred within one year of a previous violation, the Special Magistrate, or Code Enforcement Board shall order the violator(s) to pay a civil penalty of \$1,000.00 for each violation. For the purposes of administrative enforcement of this article, each package containing a synthetic drug or misbranded drug shall be considered a separate code violation. In any order finding a violation of this article, the Special Magistrate, or Code Enforcement Board, shall order that, in addition to the above referenced civil penalties, a daily civil penalty shall be assessed for failure to comply with the order within 30 calendar days of its execution. In any order finding a violation of this article, the Special Magistrate, or Code Enforcement Board, shall also order the violator(s) to pay any investigative costs incurred by the City in the enforcement of this article. All orders not complied with within 30 days shall be recorded in the Public Records of the City of Palatka and shall become a lien on the violator's property or any property later acquired by the violator.

- (b) Nothing contained herein shall prevent the City from taking such other lawful action in law and equity as may be necessary to remedy any violation of, or refusal to comply with, any part of this article including but not limited to:
- (1) Pursuit of injunctive and/or declaratory relief in a court of competent jurisdiction;
 - (2) Initiating an action to recover any and all damages that may result from a violation of, or a refusal to comply with, any part of this article; or
 - (3) Utilizing any other action or enforcement method allowable by law.

Section 9. Conflict with State law. Nothing in this article is intended to conflict with the provisions of the Florida Constitution or any Florida Statute. In the event of a direct and express conflict between this article and either the Florida Constitution or the Florida Statutes, then the provisions of the Florida Constitution or Florida Statutes, as applicable, control.

Section 10. Severability. That if any section or portion of a section or subsection of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section, subsection, or part of this ordinance.

Section 11. Conflict – That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 12. Effective Date - That this ordinance shall take effect upon its passage as provided by law.

Section 13. Codification. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida, and shall be appropriately numbered to conform to the uniform numbering system of the City of Palatka Code.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on second reading this 23rd day of October, 2014.

CITY OF PALATKA

By: _____
Its **MAYOR**

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY