KARL N. FLAGG
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

LEGRA KITCHENS
COMMISSIONER

VERNON MYERS
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

CITY OF PALATKA

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

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

BETSY JORDAN DRIGGERS
CITY CLERK

RUBY M. WILLIAMS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

AGENDA
CITY OF PALATKA
February 12, 2009

CALL TO ORDER:

a. Invocation – The Reverend John Miles, Pastor of Visitation; First Presbyterian Church of Palatka
b. Pledge of Allegiance
c. Roll Call

APPROVAL OF MINUTES – 1/22/09

1. **PUBLIC RECOGNITION:**
   a. **PROCLAMATION** – Clean Sweep Month – Greater Palatka Clean-up – February, 2009
   b. **PROCLAMATION** – Black History Month – February, 2009
   c. **EMPLOYEE RECOGNITION** – Service Above Self – Jim Schiffbauer, Golf Maintenance

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

3. **CONSENT AGENDA:**
   *a. **Award bid to Halifax in the amount of 1,380,877.00** for Airport Runway 17-35 Pavement Rehabilitation per recommendation from Airport Engineers, based upon results of RFP & approval/funding from FAA;
   *b. **Authorize execution of Passero Associates Work Order #09-19R in the amount of $135,000.00** to provide resident engineering, inspection and administration of Airport Runway 17-35 Pavement Rehabilitation Project, based upon approval and funding from FAA;
   *c. **Authorize submission and acceptance of FAA FY2009 Funding Request of up to $1,880,877.00** to fund design, inspection and construction of Runway 17-35 Rehabilitation per Airport Engineers
   *d. **Authorize execution of Seizure & Forfeiture Agreement** with R. J. Larizza, 7th Judicial Circuit Court State Attorney
   *e. **Grant Preliminary approval of schedule of 2009 Class A Festivals, Palatka Main Street/Downtown Palatka Block Parties, Arts Council Summer Concert Series, and City-Sponsored Events** per listing
   *f. **Issue Class A Special Event Permit for 2009 Florida Azalea Festival*****
      1. **Class A Permit for Riverfront/Festival Area** March 7 & 8, 2009; 8:00 a.m. – 5:00 p.m.
      2. **Grant Noise Ordinance Exception during festival hours** March 6, 2009; 6:00 p.m. – 8:00 p.m.
         (no boat races or amplified sound on Sunday, 3/8/09 prior to 12:30 p.m.) March 7, 2009; 8:00 a.m. – 5:00 p.m.
         March 8, 2009; 12:30 p.m. – 5:00 p.m.
      3. **Close St. Johns Avenue from Memorial Parkway to 7th Street** during festival hours to parking and vehicular traffic.
      4. **Grant Control of all vendors and activities** falling between Main Street & Oak Street (north/south) and between the St. Johns River and 19th Street (east/west) to Festival organizers.
      5. **Grant Permission to use City Hall parking lot** for Handicapped Parking on Saturday and Sunday
      6. **Festival Permit fee** – per staff recommendation; $1,530.00 for police security fees (85 hours @ $18.00/hr.); $300 for Festival Permit Fee ($150/day for two days); $375.00 for green roll-outs (25 @ $15/ea). Applicant pays actual landfill tipping fees. Applicant agrees to coordinate with and pay Downtown Palatka for the actual FP&L charges for use of their electrical boxes. Total permit fee: $2,205.00

   ****STAFF RECOMMENDS APPROVAL of all request items.***

201 N. 2ND STREET • PALATKA, FLORIDA 32177
PHONE: (386) 329-0100
www.cityofpalatka.com
FAX: (386) 329-0106

ITEM 3 – CONSENT AGENDA (Continued)

*g. Eliminate the daily Code Enforcement Lien/Fine on 700 N. 16th Street (Jenkins/Cheekkapparayil) in the amount of $12,600, leaving assessment of Cost of Prosecution of $194.42 if a lien order is not required, or $245.06 if not paid within 30 days and a lien order is required – per Code Enforcement Board's recommendation

*h. Eliminate the daily Code Enforcement Lien/Fine on 215 S. 4th Street (Cox) in the amount of $925.00, leaving assessment of Cost of Prosecution of $210.64, per Code Enforcement Board recommendation

* 4. **ORDINANCE** amending Downtown Business (DB) and Downtown Riverfront (DR) zoning districts to restrict a conditional use for single family dwellings without an accompanying commercial use for parcels abutting St. Johns Avenue – 1st Reading

* 5. **ORDINANCE** creating the City of Palatka Traffic Light Safety Act – 1st Reading

* 6. **DISCUSSION** – nomination of elected official to NEFLC Board of Directors

7. **ADMINISTRATIVE REPORTS**

***a. Impact Fee Reports** – Methodology and Information regarding impact fee suspension program reporting – Planning Director Jim Lee

8. **COMMISSIONER COMMENTS**

9. **ADJOURN**

*Attachment
**Separate Cover

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

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

Upcoming Events:

February – Black History Month
February 26, 2009 – Black History Month Recognitions
March – Women's History Month
March 6, 2009 – Azalea Festival Mayor's Reception
March 7 & 8, 2009 – Azalea Festival
March 26, 2009 – Women's History Month Recognitions
March 28, 2009 – Palatka Fire Dept. Benefit Golf Tournament
April 4, 2009 – March of Dimes Walk for Babies

Agenda Item

3a

Passero Associates, LLC
Engineering Architecture

13453 N. Main Street-Suite 106
Jacksonville, FL 32218
www.passero.com
904-757-6106
904-757-6107 Fax

February 5, 2009

Mr. Woody Boynton
City Manager, City of Palatka
201 North 2nd Street
Palatka, FL 32177

RE: Recommendation of Award: Runway 17-35 Pavement Rehabilitation
PA 24010.19

Dear Mr. Boynton:

Passero Associates has reviewed the five bids that were opened on February 3, 2009 for the Runway 17-35 Rehabilitation Project at Palatka Municipal Airport. This letter serves as the recommendation of award to Halifax Paving, Inc. (Halifax) of Ormond Beach, Florida.

A detailed analysis of the bid submitted by Halifax revealed no irregularities and the bid appears to be fair and reasonable. A copy of the full bid tabulation is attached. Passero Associates recommends the Base Bid contract be awarded to Halifax in the amount of one million, two hundred eight thousand, seven hundred sixty–five dollars and zero cents ($1,208,765.00), plus Bid Additive One (Taxiway C2 Connection) in the amount of one hundred forty–six thousand, two hundred thirty–eight dollars and zero cents ($146,238.00), plus Bid Additive Two (Drainage Structure) in the amount of twenty–five thousand, eight hundred seventy–four dollars and zero cents ($25, 874.00). Bid Additive Three will not be awarded at this time. The total recommendation of award to Halifax is one million, three hundred eighty thousand, eight hundred seventy–seven dollars and zero cents (1,380,877.00). Copies of Halifax insurance certificates, insurance worksheets and proposed construction contract are attached, for review and concurrence by the City Attorney.

Passero Associates is submitting a proposed word order for construction- phase services, to provide full-time resident engineering and inspection, construction administration and material testing services during pre-construction, construction and closeout of the project. Work Order 09-19R in the amount of one hundred thirty-five thousand dollars ($135,000.00) is attached, for review and consideration by the City. The total project cost (construction phase) for Runway 17-35 Pavement Rehabilitation is $1,680,877.00.

If you have any questions or require additional information, please contact me.

Very truly yours,

Andrew M. Holesko
Program Manager

Cc: John Youell, Airport Manager
Gene Lampp, FDOT – District 2

Z:\2004\24010\24010.19 - Rnwy 17-35 Pavement Rehab (design)\Bid\LTR - Recommendation of Award 05 Feb 2009.doc

City of Palatka
Bid Opening

Date 2-3-09

Job Title Airport Runway 17-35 Pavement Rehab. Opened by: Andrew Holesko

Dept./Engineer Passero Associates Read by: Andrew Holesko

Bidder name	Acknowledge Addendums?	Base Bid Amount	Alternate #1	Alternate #2	Alt. #
1. AJ Johns, Inc.		$1,396,812.50	$187,940.75	$44,594.25	5,120.
2. Anderson Columbia Co. Inc.		$1,636,170.00	$169,157.00	$31,198.00	10.0
3. BGCO		$1,550,767.00	$166,747.00	$45,230.00	.10
4. Halifax Paving Inc.		$1,208,765.00	$146,238.00	$25,874.00	6,50
5. P&S Paving		$1,348,291.50	$141,709.25	$33,277.50	4,400.
6. Superior Construction Co. Inc.		$1,669,260.00	$185,901.00	$29,769.50	1,500.
7.		$	$	$	

Witnesses:

BID BOND

(NOT TO BE FILLED OUT IF A CERTIFIED CHECK IS SUBMITTED)

Know all men by these presents: That we, the undersigned HALIFAX PAVING, INC. ORMOND BEACH, FLORIDA, as principal, and WESTERN SURETY COMPANY, a corporate surety authorized under the laws of the State of Florida to do business in the State of Florida and authorized to write this type of bond through a resident agent of the corporation located in the State of Florida, as surety, are held and firmly bound unto the CITY OF PALATKA, FLORIDA In the sum of FIVE PERCENT OF BID dollars ($ 5% OF THE BID), which equals five percent of the amount bid, for the payment of which , well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached proposal of HALIFAX PAVING, INC. for the improvement of the Palatka Municipal Airport facilities stipulated in said proposal in accordance with the plans and specifications provided therefore, is accepted and the contract awarded to the above named bidder. The said principal shall within twenty (20) days after notice of said award enter into a contract in writing and furnish the required payment and performance bonds with surety, or sureties, to be approved by the City of Palatka, Florida, this obligation shall be void: otherwise, the same shall be in full force and virtue of law, and the full amount of this proposal bond will be paid to the City of Palatka, Florida, as stipulated for liquidated damages.

Signed this 3RD day of FEBRUARY, 2009.

(Principal must indicate whether corporation, partnership, company or individual)

CORPORATION

HALIFAX PAVING, INC.

Principal

By: James S. Davis

Title PRESIDENT

This person signing shall in his own handwriting sign the principal's name, and his title. Where the person signing for a corporation is other than the president or vice-president, he must by affidavit, show his authority to bind the corporation.

BID BOND AFFIDAVIT

STATE OF FLORIDA

COUNTY OF ORANGE

Before me, the undersigned authority, personally appeared JOSEPH D. JOHNSON, JR. who, being duly sworn, deposes and says that he is a duly authorized (resident) (~~non-resident~~) insurance agent, properly licensed under the laws of the State of FLORIDA, and the State of Florida, to represent WESTERN SURETY COMPANY of SIOUX FALLS, SD a company authorized to make corporate surety bonds under the laws of the State of Florida. Said JOSEPH D. JOHNSON, JR. further certifies that the premium on the said bond is N/A, which will be paid in full direct to him as attorney-in-fact, and included in his regular accounts to the said WESTERN SURETY COMPANY and that he will receive his regular commission of N/A percent as attorney-in-fact for the execution of said bond and that his commission will not be divided with anyone except as follows, N/A Percent to N/A, who is duly authorized resident insurance agent and properly licenses under the laws of the State of Florida.

Countersigned

Florida Resident Agent
JOSEPH D. JOHNSON, JR.

Agent and Attorney-in-Fact
JOSEPH D. JOHNSON, JR.

Acknowledgement for Attorney-in-Fact

Sworn to and subscribed before me this 3RD day of FEBRUARY, 20 09

My commission expires:

JULY 12, 2009

Notary Public
Joann H. Bebout
Commission # DD406298
Expires July 12, 2009
State of FLORIDA Insurance, Inc 800-385-7019

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Todd L Johnson, Joseph D Johnson Jr, Francis T O Reardon, Individually

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed. ,

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 11th day of October, 2006.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012

D. KRELL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of February, 2009

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-09-06

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/02/2009

PRODUCER (407)843-1120 FAX (407)843-5772
Johnson & Company
801 N Orange Avenue
Suite 510
Orlando, FL 32801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
HALIFAX PAVING, INC.
P.O. BOX 730549
ORMOND BEACH, FL. 32173-0549

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ZURICH AMERICAN INS. CO.	16535
INSURER B: AMERICAN GUARANTEE & LIAB INS.	26247
INSURER C: NATIONAL UNION FIRE INS CO OF PA	19445
INSURER D: BRIDGEFIELD CASUALTY INSURANCE CO.	10335
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	GLO 9138329-02	07/01/2008	07/01/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurance) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 30,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BAP 9260377-01	07/01/2008	07/01/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	BE 6564671 UMBRELLA FORM	07/01/2008	07/01/2009	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 196-06097	07/01/2008	07/01/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
E		OTHER CONTRACTOR'S EQUIPMENT	IM 2077252326	07/01/2008	07/01/2009	SPECIAL FORM DED 2% $5,000 MIN/$25,000 MAX INCL LEASED/RENTED $500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Rehabilitate RW 17-35 Pavement
The City and Consultant is listed as an Additional Insured

CERTIFICATE HOLDER

City of Palatica, Florida
201 North 2nd Street
Palatka, FL 32177

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Joseph D. Johnson Jr./BPOTTS

©ACORD CORPORATION 1988

CONTRACT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between the **City of Palatka, Florida** (Party of the First Part, hereinafter called Owner) and _____ (Party of the Second Part, hereinafter called Contractor).

WITNESSETH:
That Contractor has agreed and by these presents does agree with Owner, for the consideration herein mentioned in Contractor's proposal and under the penalty expressed in Bonds, hereto attached, to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in good firm, substantial, and workmanlike manner, the work specified in strict conformity with the drawings, and the specifications hereinafter set forth, which drawings and specifications together with the foregoing Proposal made by Contractor, the Instructions to Bidders, Special Provisions, General Provisions, Technical Specifications and this Agreement constitute the Contract. The work covered by this Agreement includes all work shown on the plans and specifications and listed in the attached Proposal, at the Palatka Municipal Airport, to-wit:

Rehabilitation of Runway 17-35

Contractor shall commence the work with adequate force and equipment on a date to be specified in a written order of Owner and shall complete the work within one hundred-twenty (120) Calendar Days, from and including the date stipulated in the "Notice-to-Proceed."

Contractor shall fully guarantee his workmanship and materials furnished for a period of one year following the date of final acceptance of the work. The performance and payment bonds shall remain in full force for this one year period.

If said work is not completed within the time stated above, Contractor shall be liable and hereby agrees to pay to Owner as liquidated damages and not as a penalty, the amount of one thousand ($1,000) per calendar day for each and every day or part of day thereafter that said work remains incomplete.

Owner shall pay and Contractor shall receive the unit prices stipulated in Contractor's Bid Proposal and confirmed by Passero Associates, LLC letter dated _____, 20__ hereto attached, as full compensation for everything furnished and done by Contractor (Estimated Total) _____ ($_____.__) in an acceptable manner, which sum shall be paid in the manner and terms specified in the Contract Documents but, before issuance of certificates of payments if Contractor shall not have submitted evidence satisfactory to Owner that all payrolls, materials, bills, and other indebtedness connected with the work have been paid, Owner may withhold, in addition to the retained percentages such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by Owner to the payment of such claims.

CONTRACT

It is further mutually agreed between the Parties hereto that if, at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the First Party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the Second Party shall at its expense, within five days after the receipt of notice from the First Party so to furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the First Party. In such event, no further payment to the second party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the First Party.

The obligations of Contractor described herein shall not extend to the liability of Engineer, Engineer's consultants, agents or employees arising out of errors and omissions found in maps, drawings, opinions, reports, surveys, change orders, designs or specifications prepared by the Engineer.

This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Venue for any actions arising out of the Agreement will lie in Putnam County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in quadruplicate, this ____ day of _____, 20__.

ATTEST:

_____ City of Palatka, Florida

_____ _____

(Woody Boynton), City Manager)

SEAL

ATTEST:

_____ _____

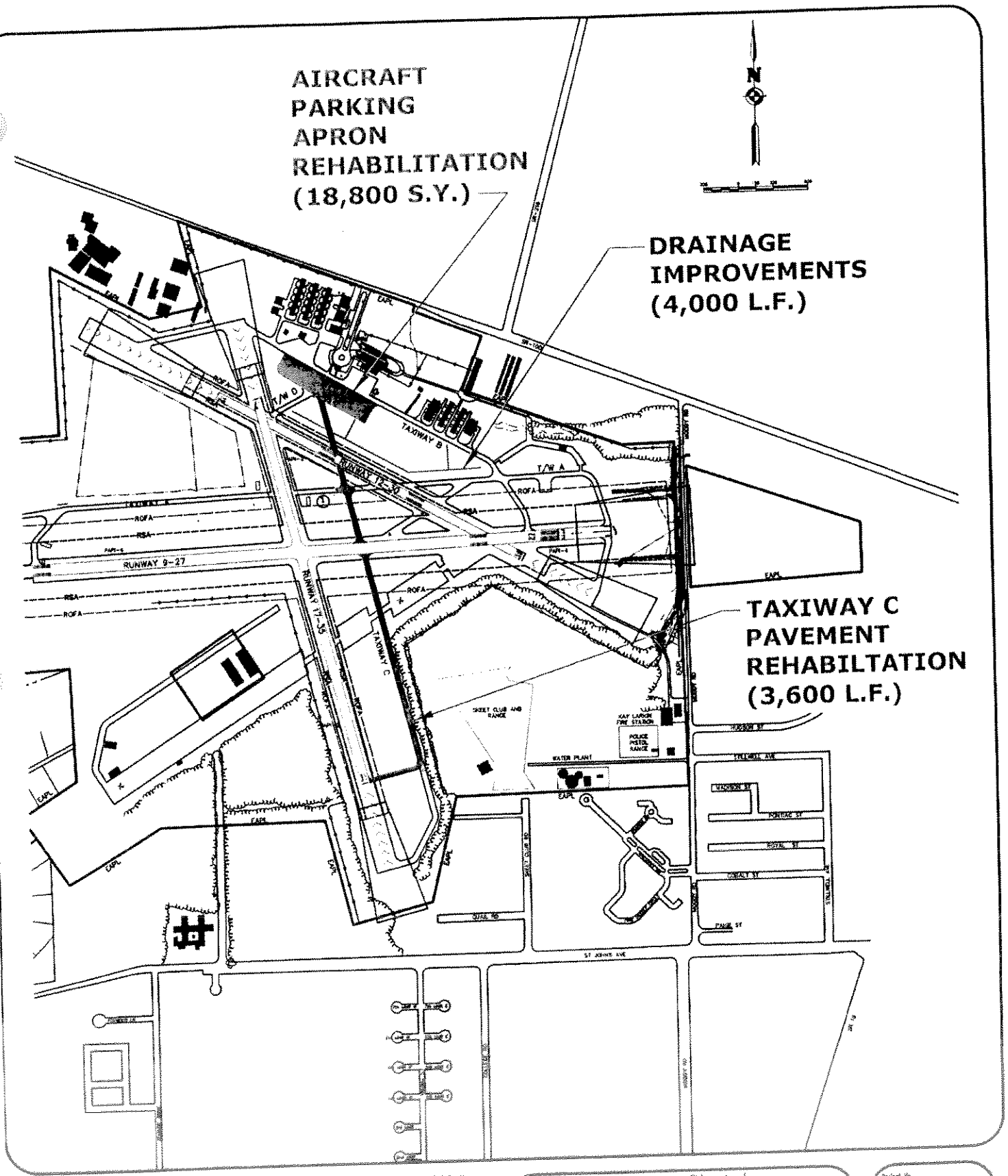
(Contractor)

_____

SEAL

BY: _____

Executed in quadruplicate _____ of 4



Scale: As Shown Principal-In-Charge: Andrew M. Holeska, CM Project Manager: Patrick Hanlon, P.E. Designer: W. Reid	Passero Associates 13453 N. Main Street-Suite 108 Jacksonville, Fla. 32218 904-757-6106 Fax 904-757-6107 Engineering Architecture Surveying Planning	Drawing: Project Sketch Project: Palatka-Kay Larkin Municipal Airport Palatka, Florida Owner: City of Palatka 201 North 2nd Street, Palatka, Fla., 32177	Project No.: 24010.00 Drawing No.: 1 Date: Feb., 2009

PROJECT: RUNWAY 11-29 PAVEMENT REHABILITATION
OWNER: CITY OF PALATKA PALATKA MUNICIPAL AIRPORT
ENGINEER: PASSERO ASSOCIATES
BID DATE: [illegible]
PROJECT NO.: 24010.18

SPEC ITEM NO.	BASE BID DESCRIPTION	QUANTITY	UNIT	HALIFAX PAVING UNIT PRICE	HALIFAX PAVING TOTAL	P & S PAVING UNIT PRICE	P & S PAVING TOTAL	A.J. JOHNS INC UNIT PRICE	A.J. JOHNS INC TOTAL	ANDERSON COLUMBIA UNIT PRICE	ANDERSON COLUMBIA TOTAL	BGCO, INC UNIT PRICE	BGCO, INC TOTAL	SUPERIOR CONSTRUCTION UNIT PRICE	SUPERIOR CONSTRUCTION TOTAL
150-1	CLEARING AND GRUBBING	8	AC	$5,000.00	$40,000.00	$4,550.00	$36,400.00	$4,850.00	$38,800.00	$7,000.00	$56,000.00	$8,325.00	$66,600.00	$5,000.00	$40,000.00
C-101	AERIAL PHOTOS	1	LS	$2,000.00	$2,000.00	$1,500.00	$1,500.00	$1,130.00	$1,130.00	$1,700.00	$1,700.00	$1,500.00	$1,500.00	$500.00	$500.00
D-701-15	15" DIA. REINFORCED CONCRETE PIPE	245	LF	$45.00	$11,025.00	$37.00	$9,065.00	$24.75	$6,063.75	$34.00	$8,330.00	$57.00	$13,965.00	$90.00	$22,050.00
D-701-18	18" DIA. REINFORCED CONCRETE PIPE	1,530	LF	$60.00	$91,800.00	$50.00	$76,500.00	$28.15	$42,869.50	$38.00	$58,140.00	$68.00	$104,040.00	$100.00	$153,000.00
D-751-6.1	TYPE "F" DITCH BOTTOM INLET COMPLETE	5	EA	$3,000.00	$15,000.00	$2,160.00	$10,800.00	$2,815.00	$14,075.00	$3,000.00	$15,000.00	$3,510.00	$17,550.00	$4,000.00	$20,000.00
D-751-6.2	CONNECT NEW STORM SEWER TO EXISTING PIPE OR STRUCTURE	1	EA	$900.00	$900.00	$600.00	$600.00	$1,310.00	$1,310.00	$1,000.00	$1,000.00	$570.00	$570.00	$4,000.00	$4,000.00
L-125-6.4	INSTALL BAR! TWO SOD IN PLACE COMPLETE	2	EA	$11,617.50	$23,235.00	$5,500.00	$11,000.00	$5,660.00	$11,320.00	$19,000.00	$38,000.00	$5,865.00	$11,730.00	$8,000.00	$16,000.00
P-100	SAWCUTTING	9,650	LF	$1.00	$9,650.00	$0.40	$3,860.00	$1.50	$14,475.00	$0.80	$7,720.00	$0.90	$8,685.00	$4.00	$38,600.00
P-150	GRADING, CLEANING AND RESHAPING EXISTING CHANNELS DITCHES AND STREAMBEDS	5,100	LF	$3.50	$17,850.00	$3.60	$18,360.00	$4.85	$24,735.00	$7.00	$35,700.00	$5.00	$25,500.00	$2.00	$10,200.00
P-156	SOIL EROSION AND SILTATION CONTROL	1	LS	$17,500.00	$17,500.00	$18,750.00	$18,750.00	$12,515.00	$12,515.00	$35,000.00	$35,000.00	$15,700.00	$15,700.00	$15,000.00	$15,000.00
P-211-5.2	LIME ROCK BASE COURSE	400	CY	$58.00	$23,200.00	$30.00	$12,000.00	$51.30	$20,520.00	$45.00	$18,000.00	$40.00	$16,000.00	$90.00	$36,000.00
P-211-5.3	FINE GRADING LIME ROCK BASE COURSE	32,000	SY	$1.00	$32,000.00	$1.45	$46,400.00	$0.50	$16,000.00	$1.40	$44,800.00	$0.95	$30,400.00	$2.00	$64,000.00
P-401-8.1a	BITUMINOUS SURFACE COURSE	3,900	TON	$85.00	$331,500.00	$89.50	$349,050.00	$94.25	$367,575.00	$105.00	$409,500.00	$97.88	$381,725.00	$90.00	$351,000.00
P-401-8.1b	BITUMINOUS BASE COURSE	3,775	TON	$85.00	$320,875.00	$89.50	$337,862.50	$91.55	$345,601.25	$104.00	$392,600.00	$90.00	$339,750.00	$80.00	$330,750.00
P-600	COLD MILLING	80,200	SY	$0.80	$64,160.00	$0.70	$56,140.00	$2.20	$176,440.00	$1.20	$96,240.00	$1.66	$133,132.00	$0.90	$72,180.00
P-602	BITUMINOUS PRIME COAT	8,200	GAL	$4.00	$32,800.00	$2.00	$16,400.00	$6.35	$52,070.00	$3.00	$24,600.00	$0.10	$820.00	$6.00	$49,200.00
P-603	BITUMINOUS TACK COAT	3,280	GAL	$4.00	$13,120.00	$2.30	$7,544.00	$6.35	$20,828.00	$3.00	$9,840.00	$8.00	$26,240.00	$6.00	$19,680.00
P-612-1	ENGINEER'S FIELD OFFICE	1	LS	$4,000.00	$4,000.00	$17,000.00	$17,000.00	$32,845.00	$32,845.00	$15,000.00	$15,000.00	$30,000.00	$30,000.00	$8,000.00	$8,000.00
P-620	RUNWAY AND TAXIWAY PAINTING	31,000	SF	$0.40	$12,400.00	$0.35	$10,850.00	$0.85	$26,350.00	$1.00	$31,000.00	$0.75	$23,250.00	$0.60	$18,600.00
G-120-5.1	PROJECT SURVEY AND STAKEOUT	1	LS	$8,000.00	$8,000.00	$16,000.00	$16,000.00	$18,430.00	$18,430.00	$27,000.00	$27,000.00	$18,000.00	$18,000.00	$40,000.00	$40,000.00
G-120-5.2	AS-BUILT SURVEY AND FINAL CROSS SECTIONS	1	LS	$12,000.00	$12,000.00	$5,300.00	$5,300.00	$8,705.00	$8,705.00	$6,000.00	$6,000.00	$8,000.00	$8,000.00	$5,000.00	$5,000.00
T-901	SEEDING	18	AC	$1,000.00	$18,000.00	$1,630.00	$29,340.00	$2,380.00	$42,840.00	$1,000.00	$18,000.00	$1,200.00	$21,600.00	$3,000.00	$54,000.00
T-904	SODDING	9,000	SY	$1.80	$16,200.00	$2.00	$18,000.00	$2.10	$18,900.00	$1.70	$15,300.00	$2.50	$22,500.00	$3.00	$27,000.00
T-905	TOPSOILING	3,700	CY	$8.50	$31,450.00	$11.00	$40,700.00	$6.45	$23,865.00	$21.00	$77,700.00	$2.00	$7,400.00	$15.00	$55,500.00
M-100	MAINTENANCE & PROTECTION OF TRAFFIC	1	LS	$20,000.00	$20,000.00	$85,750.00	$85,750.00	$48,070.00	$48,070.00	$132,000.00	$132,000.00	$69,700.00	$69,700.00	$60,000.00	$60,000.00
901	MOBILIZATION (4% BID MAX)	1	LS	$43,000.00	$43,000.00	$100,000.00	$100,000.00	$9,675.00	$9,675.00	$80,000.00	$80,000.00	$177,110.00	$177,110.00	$160,000.00	$160,000.00
			BASE BID TOTAL		$1,208,785.00		$1,349,391.50		$1,386,812.50		$1,636,170.00		$1,650,787.00		$1,669,290.00

SPEC ITEM NO.	BID ADDITIVE 1	QUANTITY	UNIT	HALIFAX PAVING UNIT PRICE	HALIFAX PAVING TOTAL	P & S PAVING UNIT PRICE	P & S PAVING TOTAL	A.J. JOHNS INC UNIT PRICE	A.J. JOHNS INC TOTAL	ANDERSON COLUMBIA UNIT PRICE	ANDERSON COLUMBIA TOTAL	BGCO, INC UNIT PRICE	BGCO, INC TOTAL	SUPERIOR CONSTRUCTION UNIT PRICE	SUPERIOR CONSTRUCTION TOTAL
L-108-5.1	CABLE TRENCHING INCLUDING WARNING TAPE	1,700	LF	$3.00	$5,100.00	$3.30	$5,610.00	$3.60	$6,120.00	$1.90	$3,230.00	$3.60	$6,120.00	$3.30	$5,610.00
L-108-5.2	UNDERGROUND CABLE, 5KV #8 XLP 5KV L-824 Type C INSTALLED IN TRENCH OR DUCT	2,100	LF	$1.25	$2,625.00	$0.95	$1,995.00	$1.20	$2,520.00	$1.10	$2,310.00	$1.00	$2,100.00	$0.95	$1,995.00
L-108-5.3	BARE COPPER COUNTERPOISE WIRE #6 AWG STRANDED INSTALLED IN TRENCH OR DUCT INCLUDING GROUND RODS	1,700	LF	$2.00	$3,400.00	$4.00	$6,800.00	$4.30	$7,310.00	$2.60	$4,420.00	$4.40	$7,480.00	$4.00	$6,800.00
L-110-5.2	2" SCHEDULE 40 PVC	1,600	LF	$1.80	$2,880.00	$1.85	$2,960.00	$2.10	$3,360.00	$2.50	$4,000.00	$2.00	$3,200.00	$1.85	$2,960.00
L-125-5.1	MEDIUM INTENSITY BASE MOUNTED TAXIWAY EDGE LIGHT	25	EA	$675.00	$16,875.00	$598.00	$14,950.00	$630.00	$15,750.00	$900.00	$22,500.00	$650.00	$16,250.00	$598.00	$14,950.00
L-125-5.2	REMOVE EXISTING BASE MOUNTED TAXIWAY EDGE LIGHT	4	EA	$155.00	$620.00	$75.00	$300.00	$180.00	$720.00	$100.00	$400.00	$83.00	$332.00	$75.00	$300.00
L-125-5.3	CONNECT NEW CIRCUIT TO EXISTING CIRCUIT	5	EA	$135.00	$675.00	$123.00	$615.00	$140.00	$700.00	$100.00	$500.00	$140.00	$700.00	$123.00	$615.00
L-125-5.4	INSTALL NEW L-858 2 MOD SIZE 2 STYLE 2 CLASS 1 TAXIWAY GUIDANCE SIGN, COMPLETE	1	EA	$6,245.00	$6,245.00	$4,634.00	$4,634.00	$5,250.00	$5,250.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$4,634.00	$4,634.00
P-100	SAWCUTTING	350	LF	$1.00	$350.00	$0.40	$140.00	$3.60	$1,260.00	$1.60	$560.00	$1.20	$420.00	$2.00	$700.00
P-152-4.1	UNCLASSIFIED EXCAVATION	210	CY	$10.00	$2,100.00	$16.00	$3,360.00	$21.20	$4,452.00	$10.00	$2,100.00	$8.00	$1,680.00	$66.81	$14,030.10
P-152-4.2	EMBANKMENT IN PLACE	100	CY	$10.85	$1,085.00	$36.00	$3,600.00	$12.45	$1,245.00	$21.00	$2,100.00	$0.10	$10.00	$58.76	$5,876.00
P-156	SOIL EROSION AND SILTATION CONTROL	1	LS	$2,500.00	$2,500.00	$130.00	$130.00	$1,040.00	$1,040.00	$300.00	$300.00	$600.00	$600.00	$600.00	$600.00
P-211-5.2	LIME ROCK BASE COURSE	160	CY	$58.00	$9,280.00	$30.00	$4,800.00	$54.20	$8,672.00	$50.00	$8,000.00	$40.00	$6,400.00	$100.00	$16,000.00
P-211-5.3	FINE GRADING LIME ROCK BASE COURSE	1,950	SY	$1.00	$1,950.00	$2.25	$4,387.50	$3.00	$5,850.00	$2.40	$4,680.00	$1.10	$2,145.00	$4.00	$7,800.00
P-401-8.1a	BITUMINOUS SURFACE COURSE	400	TON	$90.00	$36,000.00	$89.50	$35,800.00	$103.80	$41,520.00	$105.00	$42,000.00	$103.40	$41,360.00	$100.36	$40,144.00
P-401-8.1b	BITUMINOUS BASE COURSE	270	TON	$90.00	$24,300.00	$89.50	$24,165.00	$102.15	$27,580.50	$104.00	$28,080.00	$102.00	$27,540.00	$98.72	$26,654.40
P-600	COLD MILLING	7,850	SY	$0.90	$7,065.00	$0.70	$5,495.00	$3.30	$25,905.00	$1.20	$9,420.00	$1.90	$14,915.00	$0.93	$7,300.50
P-602	BITUMINOUS PRIME COAT	800	GAL	$4.00	$3,200.00	$2.00	$1,600.00	$7.20	$5,760.00	$3.00	$2,400.00	$0.10	$80.00	$6.00	$4,800.00
P-603	BITUMINOUS TACK COAT	230	GAL	$4.00	$920.00	$2.30	$529.00	$7.20	$1,656.00	$3.00	$690.00	$8.70	$2,001.00	$6.00	$1,380.00
P-620	RUNWAY AND TAXIWAY PAINTING	1,425	SF	$0.40	$570.00	$0.35	$498.75	$0.85	$1,211.25	$1.00	$1,425.00	$0.80	$1,140.00	$0.60	$855.00
G-120-5.1	PROJECT SURVEY AND STAKEOUT	1	LS	$3,000.00	$3,000.00	$1,800.00	$1,800.00	$2,560.00	$2,560.00	$4,000.00	$4,000.00	$2,000.00	$2,000.00	$100.00	$100.00
G-120-5.2	AS-BUILT SURVEY AND FINAL CROSS SECTIONS	1	LS	$6,000.00	$6,000.00	$1,100.00	$1,100.00	$1,125.00	$1,125.00	$2,000.00	$2,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
T-901	SEEDING	2	AC	$1,100.00	$2,200.00	$1,630.00	$3,260.00	$2,875.00	$5,750.00	$1,000.00	$2,000.00	$1,200.00	$2,400.00	$5,000.00	$10,000.00
T-904	SODDING	460	SY	$1.80	$828.00	$2.00	$920.00	$2.65	$1,219.00	$1.70	$782.00	$2.50	$1,150.00	$3.25	$1,495.00
T-905	TOPSOILING	460	CY	$5.50	$2,530.00	$11.00	$5,060.00	$7.75	$3,565.00	$21.00	$9,660.00	$2.00	$920.00	$20.00	$9,200.00
M-100	MAINTENANCE & PROTECTION OF TRAFFIC	1	LS	$2,500.00	$2,500.00	$7,500.00	$7,500.00	$5,640.00	$5,640.00	$5,000.00	$5,000.00	$19,504.00	$19,504.00	$100.00	$100.00
			BID ADDITIVE 1 TOTAL		$146,238.00		$141,709.75		$187,940.76		$188,157.00		$186,747.00		$185,901.00

SPEC ITEM NO.	BID ADDITIVE 2	QUANTITY	UNIT	HALIFAX PAVING UNIT PRICE	HALIFAX PAVING TOTAL	P & S PAVING UNIT PRICE	P & S PAVING TOTAL	A.J. JOHNS INC UNIT PRICE	A.J. JOHNS INC TOTAL	ANDERSON COLUMBIA UNIT PRICE	ANDERSON COLUMBIA TOTAL	BGCO, INC UNIT PRICE	BGCO, INC TOTAL	SUPERIOR CONSTRUCTION UNIT PRICE	SUPERIOR CONSTRUCTION TOTAL
D-751-5.2	CONSTRUCT NEW OVERFLOW [illegible]	1	LS	$15,000.00	$15,000.00	$22,000.00	$22,000.00	$30,625.00	$30,625.00	$24,300.00	$24,300.00	$33,350.00	$33,350.00	$20,000.00	$20,000.00
L-108-5.1	CABLE TRENCHING INCLUDING WARNING TAPE	155	LF	$3.00	$465.00	$3.30	$511.50	$4.40	$682.00	$1.60	$248.00	$3.60	$558.00	$3.30	$511.50
L-108-5.2	UNDERGROUND CABLE, 5KV #8 XLP 5KV L-824 Type C INSTALLED IN TRENCH OR DUCT	200	LF	$1.25	$250.00	$0.95	$190.00	$2.00	$400.00	$1.00	$200.00	$1.05	$210.00	$0.95	$190.00
L-108-5.3	BARE COPPER COUNTERPOISE WIRE #6 AWG STRANDED INSTALLED IN TRENCH OR DUCT INCLUDING GROUND RODS	155	LF	$2.00	$310.00	$4.00	$620.00	$5.15	$798.25	$2.00	$310.00	$4.40	$682.00	$4.00	$620.00
L-110-5.2	2" SCHEDULE 40 PVC	160	LF	$1.85	$296.00	$1.85	$296.00	$2.10	$336.00	$2.50	$400.00	$2.00	$320.00	$1.85	$296.00
L-125-5.3	CONNECT NEW CIRCUIT TO EXISTING CIRCUIT	2	EA	$135.00	$270.00	$125.00	$250.00	$146.50	[illegible]	$70.00	$140.00	$135.00	$270.00	$123.00	$246.00
L-125-5.2	INSTALL NEW POST MOUNTED UNLIGHTED INFORMATIONAL SIGN, COMPLETE	2	EA	$678.00	$1,356.00	$4,400.00	$4,400.00	$2,300.00	$4,600.00	$700.00	$1,400.00	$2,420.00	$4,840.00	$2,198.00	$4,396.00
L-125-5.3	INSTALL NEW L-858 1 MOD SIZE 2 STYLE 2 CLASS 1 TAXIWAY GUIDANCE SIGN, COMPLETE	1	EA	$4,926.00	$4,926.00	$3,510.00	$3,510.00	$4,060.00	$4,060.00	$3,400.00	$3,400.00	$3,800.00	$3,800.00	$3,509.00	$3,509.00
G-120-5.1	PROJECT SURVEY AND STAKEOUT	1	LS	$3,600.00	$3,600.00	$1,500.00	$1,500.00	$2,560.00	$2,560.00	$800.00	$800.00	$1,200.00	$1,200.00	$1.00	$1.00
			TOTAL BID ADDITIVE 2		$26,874.00		$33,277.50		$44,684.25		$31,198.00		$46,230.00		$28,749.50

SPEC ITEM NO.	BID ADDITIVE 3	QUANTITY	UNIT	HALIFAX PAVING UNIT PRICE	HALIFAX PAVING TOTAL	P & S PAVING UNIT PRICE	P & S PAVING TOTAL	A.J. JOHNS INC UNIT PRICE	A.J. JOHNS INC TOTAL	ANDERSON COLUMBIA UNIT PRICE	ANDERSON COLUMBIA TOTAL	BGCO, INC UNIT PRICE	BGCO, INC TOTAL	SUPERIOR CONSTRUCTION UNIT PRICE	SUPERIOR CONSTRUCTION TOTAL
C-105	ADDITIONAL CONTRACT ADMINISTRATION	1	LS	$6,500.00	$6,500.00	$4,400.00	$4,400.00	$5,120.00	$5,120.00	$10.00	$10.00	$0.10	$0.10	$1,500.00	$1,500.00
			TOTAL BID ADDITIVE 3		$6,500.00		$4,400.00		$5,120.00		$10.00		$0.10		$1,500.00

GENERAL NOTES

1. THE CONTRACTOR'S SPECIAL ATTENTION IS DIRECTED TO THE CONTRACT SPECIFICATIONS SECTION 80-12, "SPECIFIC AIRPORT OPERATING REQUIREMENTS" AND AC150/5370-2E "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION", AS THEY RELATE TO SPECIAL REQUIREMENTS AND WORK SEQUENCING.
2. UNDERGROUND UTILITY LAYOUT INFORMATION WAS COMPILED FROM AS-BUILT INFORMATION AND EXISTING RECORD PLANS AND IS OFFERED SOLELY FOR THE PURPOSE OF PROVIDING THE CONTRACTOR WITH DATA AVAILABLE TO THE ENGINEER. THE ACTUAL LOCATIONS IN THE FIELD MAY BE DIFFERENT FROM THAT SHOWN. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UTILITIES AND AIRPORT CABLES IN FIELD PRIOR TO CONSTRUCTION.
3. IN THE EVENT OF DAMAGE TO EXISTING CABLES AND UTILITIES, THE ENGINEER AND AIRPORT AUTHORITIES ARE TO BE NOTIFIED IMMEDIATELY AND THE CONTRACTOR SHALL REPAIR THE DAMAGE, AS DIRECTED BY THE ENGINEER, IMMEDIATELY AND AT THE CONTRACTOR'S EXPENSE. ALL DAMAGED CABLES, WILL BE REPLACED TO THE NEAREST FIXTURES. NO FIELD SPLICES WILL BE PERMITTED.
4. CONTRACTOR'S ACCESS TO THE AIRPORT SHALL BE LIMITED TO THE ACCESS ROADS SHOWN ON THE CONSTRUCTION PHASING PLAN. THE CONTRACTOR, UPON COMPLETION OF THIS CONTRACT, SHALL REPAIR ANY DAMAGE TO ACCESS ROADS, GATES OR FENCES CAUSED BY CONSTRUCTION ACTIVITY. ALL EXISTING PAVEMENTS AND DISTURBED GROUND SHALL BE RESTORED TO EXISTING CONDITION OR BETTER. COSTS SHALL BE INCLUDED IN ITEM M-100.
5. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS FOR THE PROJECT AND FOR ACCESS TO THE SITE.
6. ALL COSTS ASSOCIATED WITH MAINTENANCE OF HAUL ROADS, ACCESS ROADS, RESTORATION OF SURFACES DISTURBED AS A RESULT OF THE CONTRACTOR'S OPERATIONS AND ALL BARRICADES AND TEMPORARY AIRPORT MARKINGS SHALL BE INCLUDED UNDER ITEM M-100, MAINTENANCE AND PROTECTION OF TRAFFIC.
7. ALL MATERIAL CREATED BY MILLING OPERATIONS SHALL BECOME THE PROPERTY OF THE OWNER AND SHALL BE STOCKPILED AT THE PUTNAM COUNTY INDUSTRIAL PARK AS SHOWN ON THE PLANS.
8. NO OPEN DITCHES, EQUIPMENT, MATERIALS OR MATERIAL STOCKPILES WILL BE PERMITTED WITHIN THE RUNWAY 9-27 OBJECT FREE AREA (ROFA), 400 FEET FROM THE RUNWAY CENTERLINE, WHEN RUNWAY IS OPEN.
9. THE CONTRACTOR SHALL GIVE THE OWNER 48 HOURS NOTICE PRIOR TO CLOSING ANY ACTIVE AIRCRAFT AREAS.
10. ANY IRON PINS, CONCRETE MONUMENTS, SURVEY MONUMENTS, OR OTHER ITEMS DEFINING PROPERTY LINES OR BASELINES WHICH ARE DISTURBED BY CONSTRUCTION OPERATIONS SHALL BE PROPERLY REQ AND ACCURATELY RESET UPON COMPLETION OF WORK BY THE CONTRACTOR AT NO COST TO THE OWNER.
11. ELEVATIONS ARE BASED ON U.S.C. & G.S. DATUM. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTAINING THESE SITE BENCH MARKS OR MOVING THEM IF THEY ARE IN THE LINE OF CONSTRUCTION.
12. SITE DRAINAGE SHALL BE MAINTAINED THROUGHOUT THE PERIOD OF CONSTRUCTION.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFELY MAINTAINING THE CONSTRUCTION SITE THROUGHOUT THE PERIOD OF CONSTRUCTION.
14. WHEN MATCHING INTO EXISTING PAVEMENT GRADES, CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT WITH A NEAT, STRAIGHT VERTICAL EDGE. SAW CUT A MINIMUM OF 2".
15. TRANSVERSE PAVEMENT JOINTS IN ONE LAYER SHALL BE OFFSET BY AT LEAST 2 FEET FROM TRANSVERSE JOINTS IN THE PREVIOUS LAYERS. TRANSVERSE PAVING JOINTS IN ADJACENT LANES SHALL BE OFFSET A MINIMUM OF 10 FEET.
16. THE CONTRACTOR SHALL NOT LEAVE CONSTRUCTION EQUIPMENT RUNNING OR UNATTENDED IN CLOSE PROXIMITY TO NEIGHBORING HOUSES.
17. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL STRIP AND STOCKPILE ALL MATERIAL SUITABLE FOR TOPSOILING ON-SITE.
18. THE CONTRACTOR SHALL KEEP EQUIPMENT NOT NECESSARY FOR THEIR OPERATIONS OUT OF THE EXISTING TERMINAL AND AIR OPERATIONS AREA.
19. GATES WITH LOCKS WILL BE MAINTAINED AT CONTRACTOR ACCESS ROUTES. NO ACCESS WILL BE PERMITTED BY ANYONE OTHER THAN AIRPORT EMPLOYEES, CONTRACTOR'S MEN AND EQUIPMENT INCLUDING DELIVERIES AND THE RESIDENT ENGINEER. NO OPEN GATES WILL BE LEFT UNATTENDED.
20. THE CONTRACTOR SHALL VERIFY ALL EXISTING INVERT ELEVATIONS OF STORM SEWERS TO BE CONNECTED PRIOR TO THE START OF CONSTRUCTION.
21. SEVERAL CONTRACTORS MAY BE OPERATING ON THE AIRPORT SIMULTANEOUSLY DURING THIS PROJECT. CONTRACTOR MUST COORDINATE WITH ALL OTHER ON SITE CONTRACTORS.
22. RUNWAY 17-35 WILL REMAIN CLOSED FOR THE DURATION OF THE PROJECT.
23. CONTRACTOR WILL PLACE STEEL PLATES AND 12" CRUSHED STONE ACROSS TAXIWAY "C" FOR THE FULL WIDTH OF THE CONTRACTOR ACCESS ROAD. INCLUDE COST IN ITEM M-100.
24. ANY MILLINGS STOCKPILED ON AIRPORT PROPERTY MUST BE TARPED AND SURROUNDED BY SILT FENCE. PAYMENT SHALL BE INCLUDED IN ITEM M-100.
25. AT THE COMPLETION OF THE PROJECT, ALL CONTRACTOR ACCESS ROADS SHALL BE REMOVED AND THE AREA RESTORED AND SEEDED. ALL COSTS TO BE INCLUDED IN ITEM M-100, MAINTENANCE AND PROTECTION OF TRAFFIC.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL AND SEDIMENT LADEN RUNOFF RESULTING FROM STORM EVENTS DURING CONSTRUCTION OF THIS PROJECT. SILT FENCING, STRAW HAY BALES, AND OTHER EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED BY THE CONTRACTOR PRIOR TO AND THROUGH OUT CONSTRUCTION PERIOD SO AS TO PREVENT THE TRANSPORT OF SEDIMENT ONTO ADJACENT PROPERTY, WETLAND JURISDICTIONAL AREAS AND SURFACE WATERS. STABILIZATION AND RE-VEGETATION OF ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE FOLLOWING THE PROCESS OF DISTURBANCE TO REDUCE THE POTENTIAL FOR FURTHER SOIL EROSION AND SEDIMENTATION OF LOWER LYING AND DOWNSTREAM AREAS.
27. CONTRACTOR SHALL HAVE COPIES OF ALL REQUIRED PERMITS AND CURRENT RECONSTRUCTION PLANS ON-SITE PRIOR TO AND DURING CLEARING, CONSTRUCTION, AND CLEAN UP. ANY AND ALL DISCHARGES RESULTING FROM FAILURE OF EROSION AND SEDIMENTATION CONTROL PROCEDURES SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER AND TO ALL AGENCIES, WHETHER CITY, COUNTY, STATE, FEDERAL OR ANY OTHER HAVING JURISDICTION OVER THE PROJECT. ANY AND ALL COSTS WHETHER CONSTRUCTION, PENALTY, OR JUDGEMENT, RESULTING FROM FAILURE TO ADHERE TO THE STORMWATER POLLUTION PREVENTION PLANS SHALL BE PAID BY THE CONTRACTOR.
28. PALATKA 17-35 RUNWAY PROJECT WHICH INVOLVES THE NET PLACEMENT OF IMPERVIOUS SURFACE LESS THAN ZERO ACRES AND DISTURBS LESS THAN ONE ACRE OF LAND NOT IMPERVIOUS, WILL NOT REQUIRE A SJRWMD PERMIT OR A NPDES PERMIT. THIS DOES NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY TO ENSURE PROPER EROSION CONTROL OF THE PROJECT.

CONSTRUCTION PHASING:

PHASE 1 – TAXIWAY "A" TO RUNWAY 9-27

1. NO CONSTRUCTION VEHICLES OR EQUIPMENT WILL BE ALLOWED TO CROSS RUNWAY 9-27 AT ANY TIME WITHOUT HAVING FLAGGERS POSITIONED ON EACH SIDE OF THE RUNWAY. FLAGGERS SHALL HAVE RADIOS TUNED TO THE AIRPORT UNICOM FREQUENCY 122.80. AIRCRAFT WILL HAVE THE RIGHT OF WAY AT ALL TIMES. 48 HOURS NOTICE SHALL BE GIVEN TO THE ENGINEER AND OWNER PRIOR TO CONSTRUCTION TRAFFIC CROSSING RUNWAY 9-27.
2. ALL WORK WITHIN THE RUNWAY 9-27 SAFETY AREA WILL BE COORDINATED WITH THE ENGINEER TO OWNER. 48 HOURS NOTICE WILL BE GIVEN PRIOR TO DOING ANY WORK IN THE SAFETY AREAS SO THAT APPROPRIATE NOTAMS CAN BE ISSUED.
3. AT LEAST 4 MEMBERS OF THE CONTRACTOR'S WORK FORCE SHALL BE TRAINED IN THE OPERATION OF THE RADIO AND AIRPORT OPERATING PROCEDURES PRIOR TO ANY CONSTRUCTION VEHICLES CROSSING THE ACTIVE RUNWAY. AT NO TIME WILL UNTRAINED PERSONNEL BE ALLOWED TO FLAG VEHICLES ACROSS THE ACTIVE RUNWAY.
4. RUNWAY 12-30 WILL BE CLOSED DURING PHASE 1.
5. FLAGGERS SHALL BE POSITIONED AT TAXIWAY "A" TO DIRECT CONSTRUCTION VEHICLES AND EQUIPMENT ACROSS THE TAXIWAY.
6. AIRCRAFT WILL HAVE THE RIGHT OF WAY AT ALL TIMES.
7. A POWER BROOM OR SWEEPER WILL BE AVAILABLE AT ALL TIMES TO INSURE THAT ALL AIRFIELD PAVEMENT IN THE WORK AREAS IS KEPT FREE OF ALL DIRT, STONES AND DEBRIS.
8. THE EXACT LOCATION OF THE CONTRACTOR HAUL ROUTE IN PHASE 1 WILL BE COORDINATED IN THE FIELD WITH THE AIRPORT MANAGER AND ENGINEER AND WILL REQUIRE ISSUANCE OF A NOTAM.
9. CLOSURE OF TAXIWAY "A" WILL BE LIMITED TO 2 DAYS DURING MILLING AND GRADING/COMPACTION OF LIMEROCK SUBBASE. A 2" BASE COURSE SHALL BE PAVED 40' WIDE TO ALLOW AIR TRAFFIC ON TAXIWAY "A" AS SOON AS THE SUBBASE GRADE IS ACCEPTED. ADDITIONAL DAILY CLOSURES TO COMPLETE FINAL PAVING AND PAVEMENT MARKINGS WILL BE COORDINATED WITH THE ENGINEER AND OWNER.
10. REPLACEMENT OF RUNWAY 17 PAPI WILL BE COMPLETED DURING PHASE 1.
11. RUNWAY 17 CLEARING AND GRUBBING WILL BE COMPLETED DURING PHASE 1.
12. DITCH CLEANING NORTH OF RUNWAY 9-27 WILL BE COMPLETED DURING PHASE 1.
13. THE CONTRACTOR WILL HAVE 48 CALENDAR DAYS TO COMPLETE WORK IN PHASE 1.

PHASE 2 – RUNWAY 9-27 TO SOUTH END

1. DRAINAGE IMPROVEMENTS WILL BE COMPLETED DURING PHASE 2.
2. RUNUP APRON AND LIGHTING MODIFICATIONS WILL BE COMPLETED DURING PHASE 2.
3. REPLACEMENT OF RUNWAY 35 PAPI WILL BE COMPLETED DURING PHASE 2.
4. SIGN MODIFICATIONS WILL BE COMPLETED DURING PHASE 2.
5. DITCH CLEANING SOUTH OF RUNWAY 9-27 WILL BE COMPLETED DURING PHASE 2.
6. RUNWAY 35 CLEARING AND GRUBBING WILL BE COMPLETED DURING PHASE 2.
7. TAXIWAY "C2" IMPROVEMENTS WILL BE COMPLETED DURING PHASE 2.
8. THE CONTRACTOR WILL HAVE 72 CALENDAR DAYS TO COMPLETE WORK IN PHASE 2.

Passero Associates
ENGINEERING • ARCHITECTURE

Client
City of Palatka
201 North 2nd Street
Palatka, Florida, 32177

Passero Associates
Principal-in-Charge Wayne F. Wegman, P.E.
Project Manager Mary Kay Gandlevski, P.E.
Designed by ACR, MAG

Revisions

General Plan
Runway 17-35 Rehabilitation
Palatka Municipal Airport
Town/City: Palatka
County: Putnam
State: Florida

Project No. 24010.19
Drawing No. 3
Sheet No.
Scale: 1" = 400'
Date: December, 2008

Agenda Item

3b

City of Palatka – Kay Larkin Municipal Airport

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

Runway 17-35 Pavement Rehabilitation

(Work Order 09-19R)

Runway 17-35 Pavement Rehabilitation
Resident Engineering and Inspection, Material Testing, Review of Record Drawings

PASSERO ASSOCIATES (PA) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the City of Palatka (dated February 26, 2004), all of which terms and conditions are incorporated herein by reference:

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

Project Description: Professional services (during pre-construction, construction and project closeout) for Runway 17-35 pavement rehabilitation.

Scope of Basic Services: Resident engineering and inspection, project management, and review of Record Drawings (by Contractor) during the rehabilitation of Runway 17-35.

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

Client Manager: Mr. Woody Boynton, City Manager.

Airport Manager: Mr. John Youell.

PA Program Manager: Mr. Andrew Holesko, CM.

PA Project Manager: Mr. Dave Harris, Senior Inspector

Basic Services Compensation and Method of Payment:	Not-to-Exceed	$ 95,000.00
Special Services Compensation and Method of Payment:	Not-to-Exceed	$ 40,00.00 (Material testing)
Total Project Cost:	Not-to-Exceed	$135,000.00.

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

Meetings: As needed and directed by the City.

Deliverables:
1. Project management and coordination services.
2. Resident engineering / inspections services.
3. Review of Record Drawings and project closeout documentation for the FAA and FDOT.

"CONSULTANT" – PASSERO ASSOCIATES, LLC

BY: _____

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

ATTEST BY: _____

"CLIENT" - CITY OF PALATKA

BY: _____

Woody Boynton (City Manager)
Typed Name, (Title)

BY: _____

Karl Flagg, (Mayor)
Typed Name, (Title)

ATTEST BY: _____

ATTACHMENT A-1

Scope of Work

Project: Runway 17-35 Pavement Rehabilitation
Resident Engineering and Inspection, Material Testing, Record Drawings

Palatka, Florida

I. PROJECT DESCRIPTION

The project will involve the resident engineering and inspection of the construction of Runway 17 – 35 Pavement Rehabilitation (4,100' x 75'-feet +/-), consisting of milling and resurfacing the existing pavement and shoulders, removal and replacement of existing storm sewers and catch basins, ditch cleaning and clearing and grubbing. The project also includes rehabilitation of a portion of Taxiway C2 Connector to Runway 17-35, construction of an aircraft run up area to Runway 17-35, reconstruction of an existing overflow structure to Runway 17-35, and runway signage improvements.

The current runway pavement is in excess of 15 years old, showing sign of weathering and breakdown throughout. The entire area of the runway is experiencing a surface deterioration due to general aging of the pavement.

II. BASIC SERVICES

Passero Associates (CONSULTANT) will provide the following basic services to assist the City of Palatka (CITY) with the construction phase of the Runway 17-35 pavement improvements at Palatka Municipal Airport (Kay Larkin Field).

A. PROJECT MANAGEMENT AND COORDINATION (With City Staff)

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

B. CONTRACT ADMINISTRATION PHASE

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

1. Provide consultation and advice to the CITY during construction, including the holding of a pre-construction conference, attendance at weekly construction coordination meetings and other meetings

required during the course of construction. Prepare, review, and distribute minutes of all meetings, if applicable.

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

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

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

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

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

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

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

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

C. RESIDENT ENGINEERING / CONSTRUCTION INSPECTION PHASE

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

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

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

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

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

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

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

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

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

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

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

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

D. RESPONSIBILITIES / DUTIES OF INSPECTION STAFF

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

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

The administration and inspection staff is also responsible for monitoring construction activity as it relates to aircraft operations, reporting any violations to the CITY, coordinating Notice to Airmen (NOTAMS) as required

with CITY or designated representatives and to allow the construction of the project to be in compliance with the contract documents.

E. GRANTS ADMINISTRATION (ASSISTANCE) PHASE

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

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

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

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

III. SPECIAL SERVICES

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

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

END OF SCOPE OF SERVICES.

Agenda Item

3c

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED	Applicant Identifier
2/05/2009	28J
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

1. TYPE OF SUBMISSION

Application	*Pre-application*
☒ Construction	☐ Construction
☐ Non-Construction	☐ Non-Construction

5. APPLICANT INFORMATION

Legal Name: City of Palatka

Organizational DUNS: 01-059-5445

Address:

Street: 201 N. 2nd Street

City: Palatka

County: Putnam

State: Florida Zip Code: 32177-

Country: USA

Organizational Unit:

Department:

Division:

Name and telephone number of the person to be contacted on matters involving this application (give area code):

Prefix: Mr. First Name: Woody

Middle Name:

Last Name: Boynton

Suffix:

Email: wboynton@gbso.net

Phone Number (give area code): 386-329-0100

Fax Number (give area code): 386-329-0106

6. EMPLOYER IDENTIFICATION NUMBER (EIN):

5 9 — 6 0 0 0 4 0 1

8. TYPE OF APPLICATION: ☒New ☐Continuation ☐Revision

If Revision, enter appropriate letter(s) in box(es) (See instructions for description of letters.) ☐ ☐

Other (specify)

7. TYPE OF APPLICANT: (See instructions for Application Types)

C

Other (specify)

9. NAME OF FEDERAL AGENCY: Federal Aviation Administration

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 2 0 • 1 0 6

TITLE (Name of Program): Airport Improvement Program

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

Runway 17 / 35 Rehabilitation (Design, Inspection and Construction);
Apron Pavement Rehabilitation (Design);
Taxiway C Pavement Rehabilitation and Drainage Improvements (Design).

12. AREAS AFFECTED BY PROJECT *(Cities, Counties, State, etc.)*:

City of Palatka, County of Putnam

13. PROPOSED PROJECT

Start Date: 03/15/09 Ending Date: 09/15/09

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant 7 b. Project 7

15. ESTIMATED FUNDING:

a. Federal	$1,786,833.15
b. Applicant	$47,021.93
c. State	$47,021.93
d. Local	
e. Other	
f. Program Income	
g. TOTAL	$1,880,877.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. Yes. ☐ THIS PREAPPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:

b. No. ☒ PROGRAM IS NOT COVERED BY E.O. 12372

☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes", attach an explanation. ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE GOVERNING BODY OF THE APPLICANT HAS DULY AUTHORIZED THE DOCUMENT, AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix: Mr. First Name: Woody Middle Name:

Last Name: Boynton Suffix:

b. Title: City Manager c. Telephone Number (give area code): 386-329-0100

d. Signature of Authorized Representative X [signature] e. Date Signed: X [signature] 2/6/09

Standard Form 424 (Rev. 7-97) Back

PALATKA MUNICIPAL AIRPORT
PALATKA, FLORIDA

GRANT APPLICATION INFORMATION

Project Description and Justification:

A. Runway 17 / 35 Rehabilitation (See Project Sketch).

Description / Justification (Runway 17-35): The project will involve the design, inspection, and construction of the Runway 17 - 35 Pavement Rehabilitation (4,100' x 75'-feet +/-), consisting of milling and resurfacing the existing pavement and shoulders, removal and replacement of existing storm sewers and catch basins, ditch cleaning and clearing and grubbing. The project also includes rehabilitation of a portion of Taxiway C2 Connector to Runway 17-35, construction of an aircraft run up area to Runway 17-35, reconstruction of an existing overflow structure to Runway 17-35, and runway signage improvements. The current runway pavement is in excess of 15 years old, showing sign of weathering and breakdown throughout. The entire area of the runway is experiencing a surface deterioration due to general aging of the pavement.

Aircraft Parking Apron Rehabilitation: The main aircraft parking apron (19,000 SY) is also experiencing pavement distress, aging and surface breakdown throughout. In some areas, the pavement is in a failing condition. The City wishes to conduct the engineering design of this rehabilitation project at this time.

Taxiway C Pavement Rehabilitation, Drainage Improvements: Taxiway C (3,600 LF) is the full parallel taxiway to Runway 17-35. The taxiway is in fair condition, beginning to show signs of pavement distress, aging and surface breakdown. The drainage system adjacent to the taxiway (4,000 LF) has failed, experiencing clear signs of collapse and failure throughout. The City wishes to conduct the engineering design of this rehabilitation project at this time.

B. Cost: The following is a cost breakdown for Runway 17-35 Pavement Rehabilitation:

Runway 17 / 35 Rehabilitation	
A. Design Phase:	$ 165,000.00
B. Inspection Phase:	$ 135,000.00
C. Construction Phase (total):	$1,380,877.00
D. **Total**	**$1,680,877.00**
Apron Design	
A. Design Phase	$ 85,000.00
B. **Total**	**$ 85,000.00**
Taxiway C Pavement Rehabilitation and Drainage Improvements Design	
A. Design	$ 115,000.00
B. **Total**	**$ 115,000.00**
Total	**$1,880,877.00**

C. **Project Schedule – Runway 17-35 (Construction):**

• FAA Provides Grant to City	February, 2009
• City issues Notice-To-Proceed	March, 2009
• Contractor Begins Work	March - September, 2009
• Project Completion	October-November, 2009
• Grant Closeout	December, 2009

Project Schedule – Apron and Taxiway C (Design):

• FAA Provides Grant to City	February, 2009
• City issues Notice-To-Proceed	March, 2009
• Engineer Begins Work	March - May, 2009
• Project Completion	June-July, 2009
• Grant Closeout	December, 2009

DETERMINATION OF ENVIRONMENTAL IMPACTS

Airport: Palatka Municipal Airport (Palatka, Florida)

Detailed Project Description: Rehabilitation 17 / 35 Runway (Design, Inspection and Construction); Apron (Design); and Taxiway C Pavement Rehabilitation and Drainage Improvements (Design).

In order for the FAA to determine the appropriate course of action, the FAA must determine and the sponsor must certify that the proposed action is not likely to:

a. Have an effect on properties protected under Section 106 of the Historic Preservation Act of 1966, as amended, Section 4(f) of the Department of Transportation Act of 1966, or Section 6(f) of the Land and Water Conservation Act;
b. Be highly controversial on environmental grounds. A proposed Federal action is considered highly controversial when the action is opposed by a Federal, state or local government agency or by a substantial number of persons affected by such action on environmental grounds;
c. Have a significant impact on natural, ecological, cultural, or scenic resources of national, state, or local significance, including endangered species, wetland, floodplains, coastal zones, prime or unique farmland, energy supply and natural resources, or resources protected by the Fish and Wildlife Coordination Act;
d. Be highly controversial with respect to the availability of adequate relocation housing. In an action involving relocation of persons or businesses, a controversy over the amount of the acquisition or relocation payments is not considered to be a controversy with respect to the availability of adequate relocation housing;
e. Cause substantial division or disruption of an established community, or disrupt orderly, planned development, or is likely to be not reasonably consistent with plans or goals that have been adopted by the community in which the project is located;
f. Have a significant environmental impact on minority or low-income populations;
g. Cause a significant increase in surface traffic congestion;
h. Have a significant impact on noise levels of noise sensitive areas;
i. Have a significant impact on water quality or contaminate a public water supply system;
j. Have a significant impact on air quality or violate the local, state or Federal standards of air quality;
k. Be inconsistent with any Federal, state, or local law or administrative determination relating to the environment.

Based on the attached Environmental Determination Checklist, I certify that the project(s) described above meet(s) the test for a Categorical Exclusion in accordance with FAA Order 5050.4B and paragraphs a thru k above.

Signature of Authorized Airport Representative — Date: 2/9/09

FAA Determination (by Program Manager/Environmental Specialist signature):

Categorically Excluded: _____ Date _____

Requires Further Environmental Analysis: _____ Date _____

ENVIRONMENTAL DETERMINATION CHECKLIST

Airport: Palatka Municipal Airport (Palatka, Florida)
Detailed description of Proposed Project: (attach drawing) Rehabilitation 17 / 35 Runway (Design, Inspection and Construction); Apron (Design); and Taxiway C Pavement Rehabilitation and Drainage Improvements (Design).

Prepared and certified by: Andrew Holesko, Passero Associates Date: 2/05/2009

	YES	NO	COMMENTS
IS THIS PROPOSED PROJECT LISTED AS CATEGORICALLY EXCLUDED IN FAA ORDER 5050.4B?	X		
THIS PROPOSED PROJECT CONSISTS OF:			
First Time ALP Approval		X	
Commercial Service Airport Location Approval		X	
New Air Carrier Runway		X	
New Airport Location		X	
New Runway		X	
Runway Extension		X	
Runway Strengthening w/ 1.5 DNL Increase		X	
Construction or Relocation of a Roadway		X	
Land Acquisition		X	
ILS or ALS		X	
THIS PROPOSED PROJECT WILL AFFECT:			
Section 4(f) Land		X	
Historic/Archaeological Resources		X	
Farmland		X	
Wetlands		X	
Floodplains		X	
Coastal Zone		X	
Endangered or Threatened Species		X	
THIS PROPOSED PROJECT IS LIKELY TO:			
Be Highly Controversial on Environmental Grounds		X	
Cause Natural Resource Impacts		X	
Be Controversial Regarding Relocation Housing		X	
Cause Community Disruption		X	
Cause Surface Traffic Congestion		X	
Cause Increase of 1.5 DNL over Noise Sensitive Areas		X	
Cause an Effect on Air Quality		X	
Cause an Effect on Water Quality		X	
Cause Environmental Justice Concerns		X	
Contain or Affect Hazardous Materials		X	
Be Inconsistent with Other Environmental Laws		X	

Attach detailed comments for all "yes" answers on a separate sheet, and explain your justification for a request for a determination of Categorical Exclusion.

KARL N. FLAGG
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

LEGRA KITCHENS
COMMISSIONER

VERNON MYERS
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

CITY OF PALATKA

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

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

BETSY JORDAN DRIGGERS
CITY CLERK

RUBY M. WILLIAMS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

February 6, 2009

Richard Owen
Program Manager
FAA – Orlando ADO
5950 Hazeltine National Drive, Suite 400
Orlando, Florida 32822

RE: Palatka Municipal Airport (Palatka, FL), Grant Request (FFY 2009), Runway 17-35 Rehabilitation (Design, Inspection and Construction); Apron Pavement Rehabilitation (Design); and Taxiway C Pavement Rehabilitation and Drainage Improvements (Design)

Dear Mr. Owen:

This submission serves as the City of Palatka's grant request for FFY 2009 funding for the design, inspection and construction phase of Runway 17-35 Pavement Rehabilitation, Apron Pavement Rehabilitation (Design), and Taxiway C Pavement Rehabilitation and Drainage Improvements (Design).

Enclosed, please find the FAA grant application package (and supporting documentation) for this request. A bid tabulation is enclosed for the Runway 17-35 Pavement Rehabilitation Project. The total grant request (100%) is $1,880,877.00.

If you need additional information, please contact me.

Sincerely yours,

Woody Boynton
City Manager

Cc: John Youell, Airport Manager
Gene Lampp, FDOT – District 2
Andrew Holesko, Passero Associates

201 N. 2ND STREET • PALATKA, FLORIDA 32177
PHONE: (386) 329-0100
www.cityofpalatka.com
FAX: (386) 329-0106

Agenda Item

3d

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. This request form, together with any attachments or backup material that that would help the Commission to better consider your request, should be submitted to the City Clerk's office ***no later than 5:00 p.m. on the Wednesday, a week prior to the next regularly scheduled Thursday City Commission meeting.*** Meeting dates are subject to change. Please verify the closing date for agenda items with the Clerk's office.

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

Chief Gary Getchell / Palatka Police Department

Name of Individual making presentation or request, if different:

Chief Gary Getchell

Address: Palatka Police Department

Daytime Phone 329-0115 Home ph. _____ Fax _____

Requested meeting date for Agenda Item: February 12, 2009

X Request for Commission Action or ___ Presentation Only; no action required Subject Matter you wish to address:

Agreement with State Attorneys Office to handle Forfeiture and Seizure Cases

Commission Action Requested, if any: Authorize entering into agreement with State Attorney's Office to represent PPD in Forfeiture and Seizure Cases

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.

Palatka Police Department
110 North 11th Street

Memorandum

Date: 02-05-09
To: Betsy Driggers, City Clerk
From: Asst. Chief James Griffith
Subject: Request to contract with State Attorney for work on Forfeiture and Seizure cases

---

The Palatka Police Department requests approval from the City Commission to contract with the State Attorneys Office of the 7th Judicial Circuit for professional services rendered, representation in forfeiture cases. Per a working agreement with our agency, they will receive 25% of proceeds from actual forfeiture cases that require their services. A copy of the tentative agreement is attached.

Asst. Chief James Griffith

AGREEMENT RELATING TO THE SEIZURE AND FORFEITURE OF CONTRABAND

THIS AGREEMENT is entered into between the Palatka Police Department and the Office of the State Attorney, Seventh Judicial Circuit to help effectuate the provisions of the Florida Contraband Forfeiture Act (Sections 9320701-932.707, Florida Statutes). It is agreed upon between the parties as follows:

1. The Palatka Police Department is free to negotiate settlements with property claimants regarding property subject to seizure prior to notice of the right to an adversarial preliminary hearing.

2. If such a settlement cannot be achieved, the Office of the State Attorney, Seventh Judicial Circuit will act as legal counsel for the Palatka Police Department in the forfeiture process, provided that the value of the property (as determined by the Office of the State Attorney) exceeds $1,000.

3. For providing legal services, the Office of the State Attorney, Seventh Judicial Circuit shall be entitled to a fee equal to 25% of the value of either the property forfeited pursuant to court order or the settlement amount agreed to between the Palatka Police Department and the claimant. The entitlement to said fee shall be triggered by the providing of notice to the claimant of the right to an adversarial preliminary hearing regarding the seized property.

4. In regards to property that is seized, the fair market value of the property shall be used for the purposes of determining legal fees on property forfeited.

5. In the event property is seized, the Palatka Police Department shall provide the Office of the State Attorney, Seventh Judicial Circuit with written notice describing the property seized and listing the names and addresses of all owners and lienholders of said property. This notice shall be personally delivered to the attorney handling the forfeiture proceedings, or said attorney's secretary, by the end of the second business day following the seizure of any property.

8. The Office of the State Attorney, Seventh Judicial Circuit shall be responsible for notifying claimants of seized property of the right to an adversarial preliminary hearing as well as setting any requested hearings and notifying the necessary parties.

9. The decision as to whether or not to file a civil complaint (lawsuit) shall be at the discretion of the Office of the State Attorney, Seventh Judicial Circuit, after consultation with the Palatka Police Department.

10. The Palatka Police Department shall be responsible for:

(a) designating a person or persons in addition to the Police Chief who will be authorized to sign necessary pleadings,

(b) service of process associated with the filing of civil complaints, and

(c) all fees and costs associated with any forfeiture proceedings (e.g., filing fees, service of process fees, costs of newspaper notification, depositions etc.) and shall make arrangements with the Clerk of the Court and the newspaper for the payment of same.

11. The Office of the State Attorney, Seventh Judicial Circuit will prepare and deliver any necessary newspaper publication notices.

12. Any settlement negotiations conducted after the notice of right to an adversarial preliminary hearing has been provided shall be at the discretion of the Office of the State Attorney, Seventh Judicial Circuit, after consultation with the Palatka Police Department.

13. The participation of the Office of the State Attorney, Seventh Judicial Circuit as legal counsel for the Palatka Police Department is limited to the trial level. Should the Office of the State Attorney, Seventh Judicial Circuit be unable to handle any appeal in a forfeiture action, the Palatka Police Department shall be responsible for retaining appellate counsel. If the Office of the State Attorney, Seventh Judicial Circuit agrees to handle the appeal, the parties will agree on the price of handling the appeal with the Office of the State Attorney, Seventh Judicial Circuit not receiving any less than $150.00 and hour for the appellate work.

14. In the event of an unsuccessful forfeiture proceeding, the Palatka Police Department shall be responsible for any amounts awarded to the claimant by the court (e.g., attorney's fees, costs, loss of value and/or income as a result of the seizure, etc.).

15. The Palatka Police Department shall hold harmless and indemnify the Office of the State Attorney, Seventh Judicial Circuit and/or the designated Attorney, in the event any judgment is rendered against The Office of the State Attorney, Seventh Judicial Circuit and/or the designated Attorney.

16. This agreement may be revoked by either party upon providing written notice of said revocation to the other party.

ENTERED INTO this _____ day of February, 2009, at Palatka, Putnam County, Florida.

R..J. Larizza
State Attorney, Seventh Judicial Circuit

Gary Getchell
Palatka Chief of Police

Agenda Item

3e

MEMORANDUM

TO: MR. BOYNTON, CITY MANAGER

FROM: JEFF NORTON, PARKS & RECREATION MANAGER

SUBJECT: SPECIAL EVENTS CALENDAR

DATE: 2/3/2009

CC: CITY COMMISSSION

RE: Preliminary approval of schedule for 2009 Class A Festivals, Palatka Main Street/Downtown Palatka Block Parties, Arts Council Series, and City- Sponsored Events

Below please see a list of recurring Special Events scheduled to be held either at the Downtown Palatka Riverfront or in the Downtown area as part of the Main Street Promotions program. While the organizers of these events are still required to completed the normal permitting process through the Special Events Committee, I am asking the Commission to grant preliminary approval of the dates only for the following events:

Those events marked with an asterisk (*) typically involve street closures.

Class A/ Major Events:

	Wolfson's Children Bass Tournament Park area only	May 13, 2009-May 16, 2009
*	Blue Crab Festival	May 22, 2009- May 25, 2009

Arts Council Summer Concert Series Park area only April 11, 2009-July 4, 2009
Every Saturday with the exception of the Wolfson's Bass Tournament and the Blue Crab Festival

Palatka Main Street/ Downtown Block Parties:

St. Patrick's Day Parade March 17, 2009

CITY SPONSORED EVENTS:

	4TH of July Fireworks Display	July 4, 2009
*	Veteran's Day Parade	November 11, 2009
*	Christmas Parade	November 27, 2009

A list of other 2009 scheduled events is attached, for your information. If you have any questions about any of these events, please feel free to contact me.

RIVERFRONT & SPECIAL EVENTS CALENDAR FOR 2009

January

11th	American Bass Anglers Bass Tournament (5am-5pm)
19th	African Arts Festival (Parade-Downtown, Booker Park)

February

14th	Humane Society Pet Show (8am-6pm)
15th	American Bass Anglers Bass Tournament (5am-5pm)

March

6th-8th	Azalea Festival
8th	American Cruise Lines (arrive at 8:30am depart 1pm)
15th	American Bass Anglers Bass Tournament (5am-5pm)
17th	St. Patrick's Day Parade
18th –19th	American Cruise Lines (arrive at 8:30am depart 1pm)
22nd-23rd	American Cruise Lines (arrive at 8:30am depart 1pm)

April

6th	Donald Codrick Wedding at the Amphitheater (9am-1pm)
18th	Azalea Region Antique Car Show (8am-3:30pm)
18th	Fire Department Monster Antique Truck Show (6am-6pm)
25th	Northeast Florida Association of Realtors Bass Tournament (3am-5am)

May

2nd	56th Annual Mug Race
3rd	American Bass Anglers Bass Tournament (5am-5pm)
13th-16th	Wolfson's Children Bass Tournament
22nd	Blue Crab Friday Nite Kick off Party
23rd -25th	Blue Crab Festival

June

14th	American Bass Anglers Bass Tournament (5am-5pm)

July

4th	Concert Series and Fireworks

August

8th	American Bass Anglers Bass Tournament (5am-5pm)

September

19th-20	Bass Masters

October

3rd	Artoberfest (9am-6pm)
3rd	30th Annual Palatka Car Show

November

11th	Veteran's Day Parade
18th-19th	American Cruise Lines (arrive at 8:30am depart 1pm)
22nd-23rd	American Cruise Lines (arrive at 8:30am depart 1pm)
27th	Christmas Day Parade

December

5th	Light the Riverfront
9th-10th	American Cruise Lines (arrive at 8:30am depart 1pm)

12th	Light the Riverfront (rain date)
13th-14th	American Cruise Lines (arrive at 8:30am depart 1pm)
19th	Watts Funeral Home Candle Light Memorial Service (4pm-8pm)
23rd- 24th	American Cruise Lines (arrive at 8:30am depart 1pm)
27th- 28th	American Cruise Lines (arrive at 8:30am depart 1pm)

Agenda Item

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MEMORANDUM

To: City Commission

From: Jeff Norton, Special Events Coordinator & Parks Supervisor

Date: February 9, 2009

Re: 2009 63rd Annual Azalea Festival

Attached please find the Special Events Permit Application for the above referenced event. Staff's recommendation is as follows:

1. Class A Permit for Riverfront/ Festival Area: March 7th, 2009 8am-5pm
   March 8th, 2009 8am-5pm
2. Grant Noise Ordinance Variance during festival hours:
   March 7th, 2009 8am-5pm
   March 8th , 2009 12:30pm-5pm
   (No amplified sound on March 8th prior to 12:30pm)
3. Close 7th & St Johns Avenue thru Memorial Parkway during festival hours to parking and vehicular traffic.
4. Grant Permission to use City Hall parking lot for Handicapped Parking on Saturday and Sunday
5. Azalea Festival Parade- March 7th 10am-11: 30am; Close 11th & Main Street to 3rd & Main Street.
6. Green roll out containers fees $375.00 ($15/each for 25 containers)
7. Festival Permit fee- $300.00 for Festival Permit Fee ($150/day for two days); stipulate Applicant pays actual landfill tipping fees. Applicant agrees to pay Downtown Palatka for the actual FP&L charges for use of their electrical boxes; Festival Permit fee- per staff recommendation; police security fees @ $18/hour: at 85 hours = $ 1,530.00.

Festival Permit Total: $ 2,205.00

APPLICATION # 09-05
(circle one below)
CLASS A PERMIT – Filing Deadline: 90 days prior to event
CLASS B PERMIT - Filing Deadline: 30 days prior to event

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

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER
Putnam County CHAMBER of Commerce
CONTACT PERSON Wes Carson TELEPHONE 328-1503
FAX # 328-7076

2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY, IF DIFFERENT FROM ABOVE
Main Street Program
CONTACT PERSON HARRY EAKEN TELEPHONE 328-1503
FAX # 328-7076

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY
63rd Annual Florida Azalea Festival

4. **DATE & HOURS** OF DESIRED USE: 3/6/09 - 3/8/09 Set up 2 days/Festival 2 days

5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, Road Closure etc.)
City Marina Area, Memorial Drive, Riverfront Park, St Johns Ave to 7th

6. ESTIMATE OF ANTICIPATED ATTENDANCE 15,000 to 20,000

7. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT none

8. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

CLASS A:	___	$100.00 up to 10,000 in attendance per day (plus tax in not a non-profit at current Fla rate)
	X2	$150.00 10,000 – 40,000 in attendance per day (plus tax in not a non-profit at current Fla rate)
	___	$200.00 – 40,000 – 80,000 in attendance per day (plus tax in not a non-profit at current Fla rate)
CLASS B:	___	$75.00 per day (plus tax in not a non-profit at current Fla rate)

Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly.

Number of Days 2 Fee Required (Yes/No) _____ Check Enclosed? _____

9. OTHER COSTS : Fees will be determined at the pre-assessment meeting with the organizers and the City Department Heads.

10. Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

IMPORTANT INFORMATION

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required** to contact the Palatka Main Street office at 386-329-0195 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

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

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

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

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

11-13-08 _____ _____
DATE SIGNATURE OF APPLICANT

APPROVED:

_____ _____
CITY MANAGER DATE

_____ _____
CHIEF OF POLICE DATE

**** If you want to use the concession stand, please contact Len Freeman of Downtown Palatka, Inc. at 386-328-8688.**

RETURN TO:

Main Street Manager
201 N. 2nd Street
Palatka, FL 32177

COPIES TO:

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

(FOR ADDITIONAL INFORMATION PLEASE CALL THE PALATKA MAIN STREET OFFICE AT 386-329-0195 or FAX THIS APPLICATION TO 386-329-0172)

CITY OF PALATKA
PLANNING MEETING
PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator

Meeting Date: _____ Special Events Coordinator: _____

- ☐ Site Sketch Provided
- ☐ Tentative Schedule of Events

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

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

Name of Special Event/Production: 63rd Annual Florida Azalea Festival

Type of Event: Family Festival

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still/motion picture production, etc. – attach separate listing if necessary) Arts & Craft + Food Vendors, BBQ Cookoff, music, kids zone, parade

Location of Event: St Johns Ave + Riverfront Park

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

	Date	Day	Begin	End
Event Day 1	3/7/09	Saturday	8 AM/PM	5 AM/PM
Event Day 2	3/8/09	Sunday	8 AM/PM	5 AM/PM
Event Day 3			AM/PM	AM/PM
Event Day 4			AM/PM	AM/PM

Set-up for event will begin on (Date) 3/5/09 at (time) 6:00 am

Break down will be completed by (Date) 3/8/09 at (time) 8 pm

Event Sponsor/Organization Fla Azalea Festival

Name of Promoter: Main Street Tax Exempt No.: _____

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

"Class A" Event	**"Class B" Event**
Daily Fees (see fee schedule) $ 150-	Daily Fees $75.00/day
Security Fees @ $18.00/hr/officer	Security Fees @ $18.00/hr/officer
Green Container Fees @ 15.00/container	Green Container Fees @ $15.00/container
Refundable Deposit $500.00	Public Works Employees @ $10.00/hr (no charge during normal working hours)

Special Event Permit Fees $ 150 Per day x 2 days $ 300.

Law Enforcement (City) Police Officer(s) $ 18.00 per hour x 85 hours $ 1,530.00

# of personnel _____ Total # of hours _____

Public Works Services (Class B only – no charge during regular working hours)

Parks Personnel #_____ x _____hrs. @ $ 10.00 per hour $ Ø

Sanitation Personnel #_____ x _____hrs. @ $ 10.00 per hour $ Ø

Utlities Dist. Personnel #_____ x _____ hrs. @ $ 10.00 per hour $ Ø

Sanitation Equipment Fee

green roll-out containers of containers 25 x $ 15.00 per container $ 375.00

Additional Charges (list)

n/a $ _____

_____ $ _____

Refundable Deposit $500.00 Required? (circle one) Yes (No) $ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) $ 2,205.00

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

APPLICANT INFORMATION:

Name: Wes Carson
Telephone: 328-1503 Fax: 328-7076 Cellular: _____
Address: 1100 Reid Street

Name: Harry Carson
Telephone: 328-1503 Fax: 328-7076 Cellular: 546-4557
Address: 1100 Reid St

Other contacts/Keyholders:

Name: Dana Jones Telephone: 328-1503
Cellular: _____ Fax: _____

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

❑ Estimated Peak Number of Participants (each day of event): Day 1 5,000 to 10,000
Day 2 5,000 to 10,000 Day 3 _____ Day 4 _____ Day 5 _____

❑ Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used : N/A

❑ Number and proposed location of fire protection services: None

❑ Inspection(s) – Date and time requested: 3/7/09 8:00 am

❑ Emergency medical services: Ambulance Location(s) (note on site map): None
Will have a 1st Aid station TBD

Number of EMS Personnel required: None

❑ Number and proposed location of portable toilets: (note location on site map)
4 TBD Location handicap & hand washing station included

Kid Zone

- ☐ ~~Carnival~~ location (if any) (note location on site map) on old High rige site
- ☐ Number of sanitation roll-out containers required: ? 50
- ☐ Location of parking/transportation services, if any: none
- ☐ Type Transport Vehicles (Van, buses, etc.): none
- ☐ Location of security and emergency vehicle parking on site: TBD
- ☐ Public street barricades/street closures/detours: (note locations on site map) TBD
  1st - 7th Street / St. Johns Ave. ; Parade on Main Street
- ☐ Temporary Parking, directional Signage needed: TBD
- ☐ Main emergency vehicle access to site (location – also note on site map): TBD
- ☐ Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site map) TBD
  bleachers + Tents on Memorial
- ☐ Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map): Memorial Drive, St Johns Ave, Marina area
  126 vendors approximately
- ☐ Number and location of static/mobile displays (note on site map): ~~TBD~~ NO
- ☐ Location of event staff management (headquarters): TBD Chamber Trailer
- ☐ Staff Uniform Identification: T-SHIRT & BADGE
- ☐ Main sound system location: TBD 8am - 5pm (8/6, 7/09); 12noon - 5pm (3/8/09)
- ☐ Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, competition courses, etc.): TBD

- ❑ Number and location of temporary signs/banners: TBD / infront of Chamber
- ❑ Number and location of promotional visual effects: None
- ❑ Watercraft: N/A
- ❑ Aircraft: N/A
- ❑ Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.): Banners TBD Locations
- ❑ Date(s) and times of setup/breakdown: Thurs - Fri 3/5 - 3/6 6a-6p B.Bque inspection - Friday @ 4pm
- ❑ Name(s) and Type of Musical Bands to Perform (dates & times of performances): On Courthouse Lawn; Highrise TBD
- ❑ Noise Abatement Requirements: ~~none~~ Yes
- ❑ Adjoining Properties Impacted (Notification needed?): None
- ❑ Location, Dates and Times for Alcohol Ordinance Open Container Waiver: None
- ❑ Alcohol Sale Requirements (Temporary license, commercial establishment license, etc.): None
- ❑ Handicapped Accessibility: Yes

Items Outstanding:

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

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

PRE-PLANNING MEETING

Name of Special Event/Production: _____ Date _____

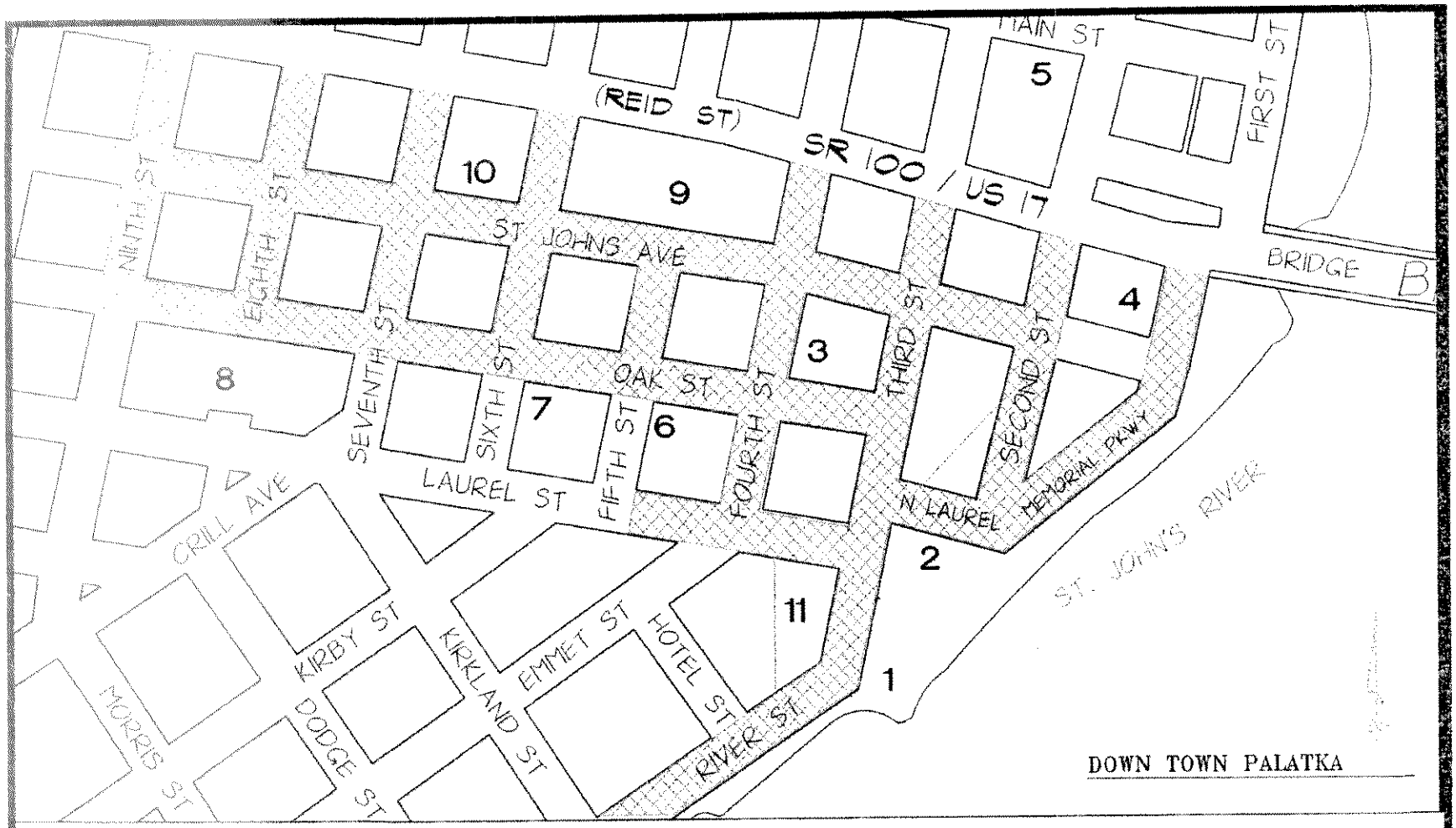
Persons Attending Planning Meeting:

Name	Representing	Position	Phone#

NOTES

POST-EVENT CHECKLIST (Class A Events Only)

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



PARKING AREAS

(PLEASE CALL FOR AVAILABILITY)

1 CITY HALL 329-0100

2 CITY HALL 329-0100

3 PROPERTY APPRAISER 329-0290

4 CITY HALL 329-0100

5 CAPITAL CITY BANK 329-1155

6 FIRST BAPTIST CHURCH 328-1531

7 FIRST BAPTIST CHURCH 328-1531

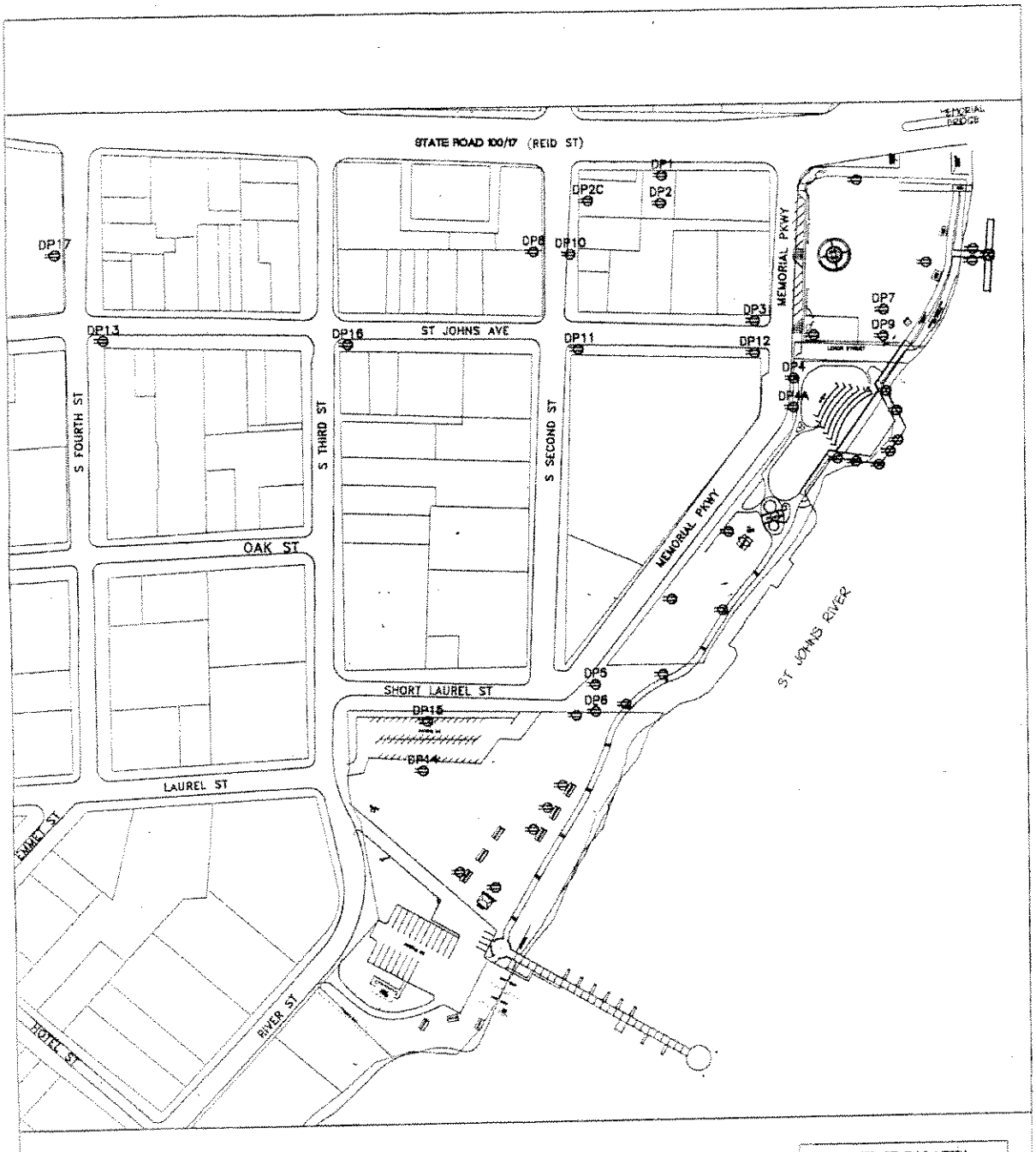
8 SCHOOL BOARD 329-0546

9 COUNTY COURTHOUSE 329-0361

10 SUN TRUST BANK 328-5151

11 CITY HALL 329-0100

NO PARKING AREAS



CITY OF PALATKA
James C. Godwin Riverfront Park

ELECTRICAL OUTLETS

OWNERSHIP:

- CITY OF PALATKA (ALL ARE 10 AMP)
- DOWNTOWN PALATKA, INC.

N

40 0 80

DRAWN BY: MARGARET CARTER
FILE NAME: D:\DWG\PARKS\RIVERFRT.dwg
PLOT DATE: 12-16-04

Palatka Police Department
Gary S. Getchell
Chief of Police

"Together we can make a difference"

Type of Event: Azalea Festival and Parade

Date: March 7, 2009 and March 8, 2009

Hours of Operation: 0800 to 1700 Hours

Uniform/Equipment: Class B Uniform

IOC: Sergeant Reinhold

Location: 100 through the 600 block of St. Johns Avenue to include Memorial Parkway. Roads will be closed from Friday (03/06/09) at 1700 hours until Sunday (03/08/09) at 1700 hours. There will be a minimum of one police officer assigned to the festival during all times that the roads are closed.

Briefings: On Saturday (03/07/09) all personnel assigned to work the festival and parade will meet at the police department at 0830 hours. On Sunday (03/08/09) all personnel assigned to work the festival will meet at the command post at 0900 hours.

Operations:
Sergeant Reinhold will be the incident commander and will be responsible for all operations during the festival. The Palatka Police Department will provide security and perform law enforcement duties during the festival. The Palatka Police Department will also provide night security on Friday (03/06/09) and Saturday (03/07/09). All crimes reported in the festival area will be investigated by officers assigned to the event. An incident report will be completed regarding all reported crimes or suspected crimes that occur at the festival. Any person arrested at the festival will be immediately escorted to the command post and processed at that location.

The mobile command post will be located in the 100 block of South Second Street. The command post will be staffed with a police department representative during all times of operation.

Communications: The radio channel used during the festival will be disseminated at briefing. Contact personnel for the Putnam County Chamber of Commerce will be:
Harry Eaken: 546-4557
Julie: 546-6656

110 N. 11th Street, Palatka, Florida 32177 • Phone 386/329-0115 • Suncom: 860-0110 • Fax: 386/329-0159
Email: ppd@palatka-fl.gov

PPD Form 0064
Revised 09.03

"Together we can make a difference"

Missing Children/Persons Plan: In the event that a child is reported missing while at the Azalea Festival the following procedures will be followed:

(a) An officer will respond and meet with the person reporting the missing child.
(b) The officer will obtain a detailed description of the missing child and then broadcast that information to all officers working at the festival.
(c) The Incident Commander will be notified of the missing child.
(d) All officers working the festival will search the area of the festival in an attempt to locate the missing child.
(e) The initial responding officer will remain with the person reporting the missing child until the child is recovered.
(f) If the child is not located after the area of the festival is searched, the investigation will be expanded and the department policy regarding missing children/person will be followed.

Special Events:

Azalea Festival Parade: The parade is scheduled for Saturday (03/07/09) at 1000 hours. The parade route will be from the 1100 block of Main Street to the 200 block of Main Street. Vehicles will be permitted to cross Main Street until the parade starts and no vehicles will be permitted to travel on Main Street after 0930 hours. The police department will lead the parade with a marked patrol vehicle and a PSA vehicle will be the last vehicle in the parade. The following are the assignments for the officers working the parade:

1 officer – 11th and Main Street
1 officer – 10th and Main Street
1 officer – 9th and Main Street
1 officer – 8th and Main Street
1 officer – 7th and Main Street
1 officer – 6th and Main Street
1 officer – 5th and Main Street
1 officer – 4th and Main Street
1 officer – 3rd and Main Street
1 officer – 2nd and Main Street

Alcohol Enforcement: There will be no alcohol beverages permitted at the festival.

110 N. 11th Street, Palatka, Florida 32177 • Phone 386/329-0115 • Suncom: 860-0110 • Fax: 386/329-0159
Email: ppd@palatka-fl.gov

PPD Form 0064
Revised 09/03

"Together we can make a difference"

Unusual Occurrences: The Palatka Police Department's policy regarding unusual occurrences will be followed in the event that any such incident occurs. The command post located on South Second Street will be the primary staging area for any such incident. Sergeant Reinhold will assume command of any type of unusual occurrence that occurs at the festival.

Mayor's Reception: The mayor's reception will be on Friday (03/06/09) from 1800 to 2000 hours and will be located at the Bronson Mulholland House. The Palatka Police Department will provide two officers for security and parking from 1730 to 2030 hours.

Additional Information:

The Putnam County Chamber of Commerce is coordinating with the City of Palatka Streets Department for the delivery of barricades and cones for the festival and parade.
An after action report will be competed and forwarded to Commander Fells at the completion of the festival.
A map of where the festival is located and the application for the festival are attached.
The city boat ramp located in the 300 block of River Street will remain open during the festival.

110 N. 11th Street, Palatka, Florida 32177 • Phone 386/329-0115 • Suncom: 860-0110 • Fax: 386/329-0159
Email: ppd@palatka-fl.gov

Palatka Police Department
110 North 11th Street

Memorandum

Date: January 30, 2009
To: Commander Fells
From: Sergeant Scott Reinhold
Subject: Security Fee for Azalea Festival

Friday March 6, 2009
Night Security

2 Officers – 12 hours each – 24 Hours

Saturday March 7, 2009
Day Security

2 Officers – 9 hours each – 18 Hours

Saturday March 7, 2009
Night Security

2 Officers – 12 hours each – 24 Hours

Sunday March 8, 2009
Day Security

2 Officers – 9 hours each – 19 Hours

Total Hours – 85 X $18.00= $1530.00

Agenda Item

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CITY OF PALATKA CITY COMMISSION
AGENDA ITEM

ITEM: 700 N 16th Street (42-10-27-6850-3090-0130) code enforcement fine elimination

DEPARTMENT: Building & Zoning

AGENDA SECTION: Consent Agenda

ATTACHMENTS:

1. January 28, 2009 CEB minutes
2. Costs of Prosecution Assessment
3. Finding of Fact, Conclusions of Law, and Order
4. Letter of request from owner

DATE: February 12, 2009

SUMMARY HIGHLIGHTS:

On January 28, 2009 the Code Enforcement Board voted to recommend elimination of the $25 per day fine which had run 504 days for a total fine of $12,600. The property is in compliance at this time. Costs of prosecution to be assessed will be $194.42 if a recorded lien order is not required or $245.06 if recording is necessary. Recording becomes necessary when the costs are not paid within 30 days.

RECOMMENDED ACTION:

Approval of the Code Enforcement Board's recommendation to eliminate the $12,600 accumulated daily fine.

AGENDA ITEM NUMBER:

AGENDA PAGE NUMBER:

Case 07-134 Vacant parcel on S 13th Street
Owner: Cameron Jacobs
Foreclosure of lien/Update

Mr. Holmes advised that this case has been filed, not yet sure of the date of hearing.

Case 07-11 1213 Short Street
Owner: Heirs of Jessie Beckom
Request for Nuisance Abatement Action/Update

Mr. Holmes advised that this case has been filed, not yet sure of the date of hearing.

Ms. Hearn additionally advised that a forclosure is going forth on this case.

Case 05-294 700 North 16th Street (42-10-27-6850-3090-0130)
Owner: Sam and Elizabeth Jenkins/Francis and Sumam Cheekkapparayil
Section 30-32 Weeds, Debris, Prohibited Conditions
Request to address the Board via letter.

Ms. Hearn presented photo evidence and testified as to dates and actions on this case. She read a letter from the new owners requesting a reduction of fines. She advised that the $25.00 daily fine ran for 504 days for a total of $12,600.00 and the costs of prosecution are in the amount of $194.42. She recommended a fine reduction.

Motion made by Pat Wilson and seconded by Ronald Becker to accept staff recommendation to eliminate the fine and assess the costs of prosecution in the amount of $194.42. All voting members were in favor, motion carried.

Donald Holmes initiated discussion regarding setting new procedures for consistency of extensions and notifications suggesting setting a standard time limit for compliance for all violations, that if not complied within that time, the case automatically goes before the Board, letting the Board consider if any extensions should be granted, less putting staff out on a limb and/or chancing miscommunications, as has been suggested here today.

Ms. Hearn expressed that while speaking of communications, she wanted to bring to light that she had attempted to communicate by letter with Ms. Miller in October of 2007 and received no response.

Mr. Lee commented that he saw Mr. Holmes' point, and that most of the complaints are received after the costs of prosecution are assessed. He added that he likes the flexibility of being able to work with citizens, as approximately 80% of the cases get resolved before they ever even reach the Board, that most people do work with staff.

Discussion continued regarding possibly waiving or eliminating the costs of prosecution vs. the costs of litigation and susceptibility to bugs in the current process.

COSTS OF PROSECUTION ASSESSMENT

Case 05-294

Location: 700 N 16th Street (42-10-27-3420-3090-0130)

Owner: Francis J. and Sumam F. Cheekkapparayil

Daily Fine of $25.00 per day for 504 days: $12,600.00

5 inspections; 1 warning notice; 2 posting; Board preparation & administrative time

Costs of Prosecution - $194.42 - if a recorded lien order is not required

$245.06 - if not paid within 30 days and a recorded lien order is required

EHearn

CODE ENFORCEMENT BOARD OF THE CITY OF PALATKA, FLORIDA

CITY OF PALATKA, Petitioner,

COMPLAINT NO. 05-294

vs

Sam & Elizabeth Jenkins, Respondent(s)

* OFFICIAL RECORDS *
BK 1077 PG 1913

00000570566

FINDING OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE came before the Board for public hearing on August 24, 2005 after due notice to the Respondent, and the Board having heard testimony under oath, received evidence, and heard argument of counsel (if any) thereupon issues its Findings of Fact, Conclusions of Law and Order as follows:

TIM SMITH, PUTNAM CO. CLERK OF COURT
RCD: 01/23/2006 @ 14:05

I. FINDINGS OF FACT:

1. The Respondent(s) is the owner of property described as Vacant Lot on N 16th Street, parcel number 42-10-27-6850-3090-0130 of the City of Palatka, Putnam County, Florida.

2. The Respondent was properly notified that the above-described property needed to be brought into compliance within a given time, and has failed to mow and maintain the property from lot line to street, and remove the trash and debris on the lot.

II. CONCLUSIONS OF LAW:

1. The Respondent was in violation of Section 30-32, Weeds, Debris, Prohibited Conditions

III. ORDER

1. A $25.00 per day fine is hereby levied on the above-described property effective September 27, 2005 and shall continue until the violation is remedied.

2. Administrative costs will be assessed against the property at a later date.

DONE AND ORDERED this 24th day of August, 2005, at Palatka, Putnam County, Florida.

CODE ENFORCEMENT BOARD OF THE CITY OF PALATKA FLORIDA

BY Kenneth Downs
Kenneth Downs, Its Chairman

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Findings of Fact, Conclusions of Law and Order has been furnished by Certified mail to the Respondent and/or authorized counsel, Sam & Elizabeth Jenkins, 700 North 16th Street, Palatka, FL 32177 this 24th day of August, 2005.

Jeanne Chandler
Jeanne Chandler, Secretary to the Code Enforcement Board

Prepared by:
Jeanne Chandler
City of Palatka
201 N 2nd Street
Palatka, FL 32177

FILE #: 00000570566

From,

Francis J. & Sumam F.Cheekkapparayil
80-28,242 Street
Bellerose, NY 11426.

To,

The Code Enforcement
Board Of The City Of Palatka, Florida

Ref: 700 North 16th Street, CASE 05-294

Respected Board members,

We/Francis J & Sumam F.Cheekkapparayil did not know about the lien and code violation regarding this property until we received code enforcement letter on 12/19/2008. We RECENTLY bought this property from NRLL EAST LLC through on line auction in a short time frame and received the deed in the first week of Dec 2008. We living in New York but will arrange somebody to clean up the property in to City Of Palatka code compliance immediately. We apologize for lack of checking from our parts before the purchase, and requesting a maximum fine reduction and the lien removal of the property. If need any more explanation, we could be reached (Home-718 347-8349 Cell-718-570-1847&1848). Thank You.

Francis J. Cheekkapparayil.

Sumam F. Cheekkapparayil.

Subscription to and sworn before me
on this 5th day of January, 2009

Signature of Notary

Notary Seal ROY C. THOMAS
Notary Public, State of New York
No.01TH5084730
Qualified in Queens County
Commission Expires September 08,2009

Agenda Item

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CITY OF PALATKA CITY COMMISSION
AGENDA ITEM

ITEM: 215 S 4th Street (42-120-27-6850-0130-0022) code enforcement fine elimination

DEPARTMENT: Building & Zoning

AGENDA SECTION: Consent Agenda

ATTACHMENTS:
1. January 28, 2009 CEB minutes
2. Costs of Prosecution Assessment
3. Finding of Fact, Conclusions of Law, and Order
4. Letter of request from owner

DATE: February 12, 2009

SUMMARY HIGHLIGHTS:

On January 28, 2009 the Code Enforcement Board voted to recommend elimination of the $25 per day fine which had run 37 days for a total fine of $925. The property is in compliance at this time. Costs of prosecution in the amount of $210.64 will be assessed at the next CEB hearing. The property owner was made aware of these costs and elected to pay them prior to the hearing.

RECOMMENDED ACTION:

Approval of the Code Enforcement Board's recommendation to eliminate the $925 accumulated daily fine.

AGENDA ITEM NUMBER:

AGENDA PAGE NUMBER:

Meeting called to order at 4:00 p.m. by Acting Chairman, Terrill Hill. **Members present**: LaSandra Williams, Ronald Becker, Pat Wilson and Douglas Webb. **Members absent**: Kenny Downs, and John Lyon. **Also present:** Planning Director, Jim Lee; Code Enforcement Supervisor, Debbie Banks; Code Enforcement Officer, Elizabeth Hearn; Chief Building Official, Joffre Filion, City Attorney, Don Holmes and Recording Secretary, Pam Sprouse.

Motion by Pat Wilson and seconded by LaSandra Williams to approve the minutes of the December 10, 2008 meeting. All voting members were in favor. Motion carried.

Terrill Hill read "To Appeal Any Decision" and swore in all City staff and all others testifying at the hearing.

CONSENT AGENDA

Case 07-543 205 Redbud Lane
Costs of Prosecution $6,265.42 or $6,316.06

Ms. Hearn explained that the costs of prosecution included a daily fine of $25.00 per day, which ran for 238 days which equated to $5,950.00, and actual administrative costs of $315.42. She recommended a total assessment of $6,265.42 or $6,316.06 if a recorded lien is required.

Motion made by Pat Wilson and seconded by Doug Webb, to accept the consent agenda with (amounts due as described). All voting members were in favor. Motion carried.

OLD BUSINESS

Case 08-205 215 South 4th Street
Owner: Sharon and Kenneth Cox
Section 54-80 Historic District Property Maintenance/Repair
Request to address the Board

Ms. Hearn gave testimony as to dates and actions. She advised that the violations are now in compliance and advised that the owner was here to address the Board.

Sharon D Cox, P.O. Box 371 Lake Como, advised that they were not the owners at the time of the violation notice, as they closed on the property on Thursday, December 18, they started painting on the following Tuesday. She added, that if they had owned the house at the time of notice, this would never have made it to the Board, and requested that the fine be lowered.

Mr. Holmes questioned when the lien was recorded.

Ms. Hearn advised that it was recorded on the 11th of December.

Discussion ensued regarding the timeliness of notice of lien to this prospective buyer, who had to pay the lien in order to close on the property, and in turn put property into compliance immediately following transfer of ownership.

Motion made by Pat Wilson, seconded by LaSandra Williams to waive fines and assess the costs of prosecution in the amount of $210.64. All voting members were in favor. Motion carried.

COSTS OF PROSECUTION ASSESSMENT

Case 08-205

Location: 215 S 4th Street (42-10-27-6850-0130-0022)

Owner: Sharon and Kenneth Cox

Daily Fine of $25.00 per day for 37 days: $925.00

8 inspections; 1 warning notice; 1 posting; 1 intent to lien letter; Board preparation & administrative time

Costs of Prosecution - $210.64 - if a recorded lien order is not required

$261.28 - if not paid within 30 days and a recorded lien order is required required

EHearn

CODE ENFORCEMENT BOARD OF THE CITY OF PALATKA, FLORIDA

CITY OF PALATKA, Petitioner,

COMPLAINT NO. 08-205

vs

Marilyn Rizzo ET AL, Respondent(s)

Inst:200854664147 Date:12/11/2008 Time:11:44 AM
DC,Tim Smith,Putnam County Page 1 of 1

FINDING OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE having come before the Board for public hearing on October 22, 2008, after due notice to the Respondent; and, the Board having received sworn testimony and evidence at said hearing; it is now,

DETERMINED THAT:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW:

a) The Respondent(s) is the owner of property described as 211 South 4th Street, Putnam County Tax parcel number 42-10-27-6850-0130-0022, located within the City of Palatka, Putnam County, Florida.

b) Conditions at the property at issue constituted violations of Section 54-80 Historic District Proper Maintenance Structures Required, of the Palatka Municipal Code.

c) The Respondent(s) was previously notified of the above-described code violations but failed to correct the violations prior to the hearing at which this matter was considered.

IT IS ACCORDINGLY ORDERED THAT:

II. ORDER:

a) The Respondent(s) shall correct the conditions which constitute the code violations described above on or before the 10th day of December, 2008, or if said conditions are not corrected, a fine in the amount of $25.00 per day is hereby assessed and levied on the above-described property, effective on the 10th day of December, 2008, to continue until the conditions are corrected.

b) Administrative costs will be assessed after the property is brought into compliance.

c) The fine described in paragraph a), as well as the costs described in paragraph b), shall constitute a lien upon the property described herein when this document is recorded within the official records of Putnam County, Florida.

DONE AND ORDERED this 22nd day of October, 2008, at Palatka, Putnam County, Florida.

CLERK OF COURTS PUTNAM COUNTY, FLORIDA

CODE ENFORCEMENT BOARD OF THE CITY OF PALATKA FLORIDA

BY Kenneth Downs
Kenneth Downs, Its Chairman

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Findings of Fact, Conclusions of Law and Order has been furnished by ☑ Certified mail, ☐ Regular mail, to the Respondent and/or authorized representative at 1205 Pagano Court, Port Orange FL 32129, this 12th day of December, 2008.

Elizabeth A. Hearn, Code Enforcement Officer

Prepared by:
Elizabeth A. Hearn, City of Palatka
201 N 2nd Street, Palatka, FL 32177

January 16, 2009

City of Palatka
201 N. 2nd St.
Palatka, Fl 32177

Attn: Elizabeth A. Hearn

Re: Case # 08-205

Ms. Hearn:

This is a request to be added to the agenda for the January 28, 2009 meeting of the Code Enforcement Board, for the purpose of a possible decrease of the assessed violation fines for :
215 s. 4th St. Palatka, Fl.

Sincerely,

Sharon Cox

Ken & Sharon Cox
P.O. Box 371
Lake Como, Fl 32157
386-546-4161

Agenda Item

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CITY OF PALATKA CITY COMMISSION
AGENDA ITEM

ITEM: Public hearing to amend the Downtown Business (DB) and Downtown Riverfront (DR) districts to restrict a conditional use for a single family dwelling, without an accompanying commercial use, for parcels abutting St. Johns Avenue. First reading.

DEPARTMENT: Building & Zoning

AGENDA SECTION: Public hearing item

ATTACHMENTS:
1. Draft Ordinance
2. January 8, 2009 City Commission Minutes
3. Draft February 3, 2009 Planning Board Minutes

DATE: February 12, 2009

SUMMARY HIGHLIGHTS:

On January 8, 2009, the City Commission approved an ordinance allowing single-family dwellings without an accompanying commercial use as a conditional use in the Downtown Business (DB) and Downtown Riverfront (DR) zoning districts. After discussion, the City Commission directed staff to prepare an ordinance for review by the Planning Board that would prohibit this conditional use for parcels abutting St. Johns Avenue.

The Planning Board conducted a public hearing on this item on February 3, 2009, and recommended approval.

RECOMMENDED ACTION:

Approval of the Planning Board's recommendation to amend the Downtown (DB) and Downtown Riverfront (DR) zoning districts to prohibit a conditional use for single family dwellings without an accompanying commercial use for parcels abutting St. Johns Avenue, and scheduling the second reading of the ordinance for February 26, 2009.

AGENDA ITEM NUMBER: AGENDA PAGE NUMBER:

This instrument prepared by:
Jim Lee
201 N 2nd Street
Palatka, Florida 32177

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA AMENDING THE OFFICIAL ZONING REGULATIONS OF THE CITY OF PALATKA, FLORIDA, BY AMENDING SECTION 94-161(e)(13) DOWNTOWN RIVERFRONT DISTRICT(DR) AND SECTION 94-162(e)(13) DOWNTOWN BUSINESS DISTRICT(DB) TO EXCLUDE A DWELLING, ONE-FAMILY OR SINGLE-FAMILY, WITHOUT AN ACCOMPANYING COMMERCIAL USE AS A CONDITIONAL USE FOR PARCELS ABUTTING ST.JOHNS AVENUE, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Palatka, Florida, is authorized by Chapter 166, Florida Statutes, to adopt ordinances and resolutions necessary for the exercise of its powers to protect the health, safety, and general welfare of its citizens and to prescribe fines and penalties for the violations of ordinances in accordance with law, and

WHEREAS, the Commission has recognized the need to revise the zoning regulations to exclude single-family dwellings, without an accompanying commercial use, as a conditional use for parcels abutting St. Johns Avenue in the Downtown Riverfront District (DR) and Downtown Business District (DB), and

WHEREAS, the Commission desires to ensure the continued economic well-being and vitality of Palatka's downtown and commercial districts, and

WHEREAS, the Planning Board conducted a duly advertised public hearings on February 3, 2009, and recommended approval of this amendment to the City Commission, and

WHEREAS, the City Commission conducted duly advertised public hearings on February 12, 2009, and February 26, 2009, and

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

Section 1. Section 94-161 Downtown Riverfront District (e) Conditional uses, activities, or structures is hereby amended to include:

(13) Dwelling, one-family or single-family, excluding parcels abutting St. Johns Avenue

Section 2. Section 94-162 Downtown Business District (e) Conditional uses, activities, or structures is hereby amended to include:

(13) Dwelling, one-family or single-family, excluding parcels abutting St. Johns Avenue

Section 3. Should any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate distinct and independent

provision and shall not affect the validity of the remaining portion.

Section 4. This Ordinance shall become effect upon passage as provided by law.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 26th day of February, 2009.

CITY OF PALATKA

BY:_____
Its Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

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

Motion made by Clem Saccareccia to approve the minutes of the January 6, 2009 meeting. Seconded by Randy Braddy. All present voted affirmative, motion carried.

Jim Lee read, "To Appeal any Decision."

Mr. Stewart requested that any Ex Parte Communication be disclosed prior to each case.

OLD BUSINESS

Case 08-41	Address:	Lundy Road (Oaks Landing)
	Parcel:	18-10-27-0000-0060-0000 and 13-10-26-0000-0280-0000
	Owner:	Michael J. Held
	Agent:	Lara Diettrich – Kimley-Horn and Associates

Request: To rezone to R-3 Multi-family residential with a Planned Unit Development Overlay. (Continued from Jan. 6, 2009)

(Public Hearing)

Lara Diettrich, 8657 Bay Pine Rd. #300 Jacksonville, FL 32256, shared a slide presentation depicting the 5 items as requested from the Board members at the last meeting. The presentation showed r-o-w maps based on a roadway survey, emergency vehicle access and maneuverability that were based upon discussions with the Fire Marshal, Mark Lynady. Also shown, were locations for refuse areas that will be within buildings, elevations of the buildings, a conceptual architectural rendering of the buildings and golf cart path connectivity location to the golf course. She advised that based on the survey, the roadway does provide for a r-o-w of 60 feet, and that the road is substandard and does not meet the 24 feet minimum, and that is why they are proposing to make the improvements to bring that roadway area up to standard.

Mr. Braddy asked if the turn around points indicated on the diagram for emergency vehicles were reviewed with the contemplation of parked vehicles in the designated parking area.

Nathan Tidd, representative for Kimley-Horne, advised that the turn points are not encroaching in any parking areas.

James Pierce, of Pensacola FL, spoke on his mother's behalf (she lives at the sharp curve area). He stated concerns with the access point and the curve area, and wanted to know if some kinds of precautions could be put in place to stop speeders as there have been several people that could not maneuver that curve, and either ended up dead or in Ms. Howell's front yard. He ended by requesting that the people that live on Edgemore Dr. be given an alternate kind of egress, in and out of that area, other than Lundy Rd.

Case 08-41 Lundy Road (Oaks Landing) – continued

Elworth Kerny, 2403 Lundy Rd., wanted to know how many cars the turning lane at the curve, would hold. She also stated that she had issues with safety, with the amount of additional people that will be living there because not all will be upstanding citizens, and the fact that she may loose her property to a sidewalk.

Henry Sanders, 2509 Lundy Rd., wanted to know if something happens to the 1st building how would the other residents get out, as this project is being proposed as a dead end road. He commented on the future trails regarding easement (such as the one he has across the back of his property) and wanted to go on record to say that he wouldn't want "others" to make the decision as to what to do with those easements. He requested a 6' privacy fence or some type of buffer at the entrance of this development, as it faces his property, and he believes oncoming traffic from this development will infringe on his privacy. He wanted to know what the life span of these dwellings would be, with the constant vibration of the train traffic. He stated that he was concerned about the additional traffic, with more than 50% traffic increase, as it is a hazardous curve and that he currently has problems getting in and out of his own driveway, and believes it will get much worse. He was concerned about accumulative water in the area, as the property slopes there and wanted to know if the County is in agreement. He ended by saying he hoped this development would be developed at the low end of the allowed density.

Spanky Aaron, Golf Professional for the city, the Municipal golf course stated that he believed the additional revenue could be an added bonus to the golf course, that keeping the golf course in the city's hands is important. He stated that he is not concerned about the number of cart paths and the access points, as they would work with the developer as to the best route to take.

Phyllis Lott, 1601 Edgemore St., asked if a market feasibility report had been done, and asked that in light of the current and future economic situation, as well as possible future litigation from the citizens concerning safety issues, what was the City Attorney's opinion regarding having the City do this type of study.

Mr. Holmes advised that in the past, he has not been in favor of government deciding if a project was economically feasible versus whether it was an appropriate land use.

Mr. Lee agreed with the City Attorney, stating that in his opinion the zoning considerations should be based on the land use perspectives, compatibility issues, density issues, traffic and those kinds of things, that markets fluctuate, land use generally does not without public hearings. He ended by saying that staff's recommendation is to approve the request, based on review of the ordinance.

Discussion continued as to what staff and the Board takes into consideration for a zoning determination.

Mr. Holmes asked the developer if he would have any objection to a condition that the site be developed as individually owned condominium units. He said this request has been reviewed as a condominium project not an apartment complex and he believes that there are substantive differences between the two types of reviews.

Michael Held, 805 Brandy Wine Court, St. Augustine, advised that his plans always have been and still are to build a condominium development, however, he would like the flexibility if the market should change.

Case 08-41 Lundy Road (Oaks Landing) – continued

Mr. Braddy asked the developer if he planned on retaining an equity interest in a number of units of this project,

Mr. Held replied that they plan to develop and sell out all the units, and that he did not have any intentions of developing rental units.

Henry Sanders, asked why the Developer's Agreement with the city, has a 5 year time frame, and the PUD agreement is a 2-year agreement, with the possibility of a 1 time 1-year extension.

Jim Lee advised that the Developer's Agreement is still a draft document, and will need to be finalized and approved along with the PUD.

Ms. Diettrich commented on some of the previous questions, stating that the trails and the easements on area resident's property is a private matter between the property owners and the trails folks. She stated approximately 3,000 sq. ft. of Mr. Sanders' property encroaches onto Mr. Held's property, and will be given to Mr. Sanders by Mr. Held, as a gift. Regarding the buffer concerns mentioned by Mr. Sanders, she stated that there will be a 25 foot buffer with a tree canopy of 60 to 80 feet tall and that there will be 40 feet between the two points of ingress/egress. She advised that they have worked for the past two years with city and county staff regarding needed improvements to the road.

Bill Schilling of Kimley-Horne advised that they intend to bring the roadway up to standards and that the intended turn lane would hold 4 cars. He advised that the sidewalk would fit entirely in the r-o-w, however should site conditions render the sidewalks not buildable a financial commitment will be made to the city for an equivalent length of sidewalks that can be built in another area where they can be more useful.

Mr. Lee asked Mr. Schilling if there was a difference in the number of trips rated for a condominium complex versus an apartment complex.

Mr. Schilling advised that yes, there is, but that it wasn't very high, approximately 4-5 peak hour trips for 120 apartment units versus a condominium unit.

Ms. Kerny, 2403 Lundy Rd., asked if there was any protection from developing low-income apartments in that spot.

Mr. Lee advised no.

Earl Wallace, Board member and a state registered surveyor, commented that the r-o-w is different than the one shown on the map submitted, some of the property deeds show overlapping lot lines. He stated he has concerns with the improvements of the curve area, and if they would have room to put them in.

Mr. Schilling advised that the information was obtained from a Florida state licensed surveyor.

Case 08-41 Lundy Road (Oaks Landing) – continued

Mr. Braddy commented that it is a very difficult decision making process, when you have the interest of a community to consider in terms of financial impact of a project like this, with the additional tax base, the obvious improvements that would be made for the benefit of citizens to some degree. He asked if they had considered the effect of the tonnage on that tract with regards to the construction itself. He stated that he also had concerns of the shift of gears from developing condominiums to apartments, and if there is an open door, as to some other type of development then it gives a lot of latitude to something quite different than what has been considered, and can seriously effect those that live in the area. He ended by saying that he would not be able to support the change in zoning and the Land Use Map without an agreement that the property would be developed according to the original concept of individually owned condominium units.

Mr. Held agreed that as a stipulation of the PUD, the development would be condominium units only.

Mr. Lee added that all the prior reviews, including traffic and school board issues, were conducted under the understanding that this was a condominium project.

Mr. Harwell commented that he thought this is the time to make any specifications to the aesthetics.

Mr. Lee advised that this is a PUD, and this is the only time that those types of stipulations to the project can be made.

Discussion continued regarding the ability of the Board to specify to the Developer, what architectural style is acceptable, by way of the conditional use consideration of compatibility with surrounding area, and how to measure aesthetic compatibility with without established guidelines and area standards.

(Regular Meeting)

Motion was made by Randy Braddy to recommend approval of the request to rezone to R-3 Multi-family residential with a Planned Unit Development Overlay, with the stipulation that it be approved as a condominium complex, single-phase development and forward to the City Commission for consideration. Sue Roskosh seconded the motion. All present voted, with a show of hands resulting in 5 yeas and 1 nay, motion carried.

Case 08-29 Address: N 16th from Reid St. to St. Johns Ave.
Applicant: St. Johns Automotive Real Estate LLC
Agent: Juli Holmes

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

(Public Hearing)

Ms. Banks advised that the applicant has requested tabling this request until the March 3, 2009 meeting..

Motion made by Sue Roskosh and seconded by Randy Braddy to table this request until the March 3, 2009 meeting at 4:00pm. All voting members voted affirmative, motion carried.

NEW BUSINESS

Case PB 07-18 **Address:** 105 Williams Street (01-10-26-5200-0200-0110)
Applicant: Robert and Janet Walker

Request: To annex into the City of Palatka, amend the Future Land Use Map from County Urban Service to City Low Density Residential and rezone from County R 1-A (single family residential) to City R 1-A (single family residential)

(Public Hearing)

Ms. Lennard, a neighbor of the applicants, questioned why she received a letter and asked if this request would affect her in any way.

Ms. Banks advised that that notification to surrounding property owners is a requirement of this type of request, and advised that this request would not affect her property.

(Regular Meeting)

Motion made by Randy Braddy and seconded by Clem Saccareccia to approve the request to annex into the City of Palatka, amend the Future Land Use Map from County Urban Service to City Low Density Residential and rezone from County R 1-A (single family residential) to City R 1-A (single family residential). All present voted affirmative, motion carried.

Case PB 07-17 **Address:** 2104 Husson Avenue (13-10-26-6790-0000-0130)
Applicant: Yvonne Van Der Lee

Request: To annex into the City of Palatka city limits, amend the Future Land Use Map from County Urban Service to City Low Density Residential and rezone from County R 1-A (single family residential district) to City R 1-A (single family residential district)

(Public Hearing)

(Regular Meeting)

Motion made by Randy Braddy and seconded by Clem Saccareccia to approve the request to annex into the City of Palatka city limits, amend the Future Land Use Map from County Urban Service to City Low Density Residential and rezone from County R 1-A (single family residential district) to City R 1-A (single family residential district) All present voted affirmative, motion carried.

Case 09-01 **Downtown Riverfront and Downtown Business District**

Request: To amend the Downtown Riverfront and Downtown Business Zoning Districts to exclude those parcels abutting St. Johns Avenue from the Conditional Use allowance for single-family dwellings.

Case 09-01 Downtown Riverfront and Downtown Business District – continued

(Public Hearing)

Ms. Banks explained that the City Commission approved this request as it was tied to another C-2 zoning request, allowing hotels and motels as a permitted use, however due to some concerns of residential uses abutting St. Johns Ave., they requested that staff and the Planning Board revisit the changes.

(Regular Meeting)

Motion made by Randy Braddy and seconded by Clem Saccareccia to approve the request to amend the Downtown Riverfront and Downtown Business Zoning Districts to exclude those parcels abutting St. Johns Avenue from the Conditional Use allowance for single-family dwellings. All voting members voted affirmative, motion carried.

Election of Chairman

Motion made by Randy Braddy and seconded by Clem Saccareccia to re-elect Carl Stewart as Chairman and Sue Roskosh as continued Vice-Chairman. All voting members voted affirmative, motion carried.

Mr. Lee advised that they would begin drafting a PUD that makes sense and provide for additional Planning Board review process.

Adjournment – 6:00 PM

Proceedings of a regular meeting of the City Commissioner of the City of Palatka, Florida, held on the 8th day of January, 2009.

PRESENT:	Mayor	Karl N. Flagg
	Commissioner	Mary Lawson Brown
	Commissioner	Allegra Kitchens
	Commissioner	Vernon Myers
	Commissioner	James Norwood, Jr.

Also Present: City Manager Elwin C. Boynton, Jr.; City Attorney Donald E. Holmes; City Clerk Betsy Jordan Driggers; Assistant City Clerk Karen Venables; Police Chief Gary Getchell; Assistant Police Chief James Griffith; Fire Chief Mike Lambert; Planning Director Jim Lee; Assistant Planning Director Debbie Banks; Parks & Cemeteries Supt. Jeff Norton.

CALL TO ORDER – Mayor Flagg called the meeting to order at 6:00 p.m.

INVOCATION - The Reverend John Jacobs, Pastor; All Saints Anglican Church

PLEDGE OF ALLEGIANCE – Chief Gary Getchell

APPROVAL OF MINUTES –12-11-08 regular meeting; 12-18-08 called meeting; 12-30-08 called meeting – Commissioner Myers moved to adopt the minutes as read. Commissioner Brown seconded the motion, which passed unopposed.

PUBLIC RECOGNITION

PROCLAMATION – Palatka's 156th Birthday – Mayor Flagg read a proclamation recognizing the City of Palatka's 156th Birthday on January 8, 2009 and the history of Palatka.

PUBLIC COMMENTS - (Speakers limited to three minutes – no action taken on items) Lynda Little Crabill, 609 S. 14th Street, said the January issue of the Southern Living Magazine contains a story about Palatka written by Debra Welky Miles. They are very pleased that Palatka has made a national news publication.

CONSENT AGENDA:

a. **Authorize the Mayor to execute a Certification of Plan Consistency** on behalf of Palatka Housing Authority's Annual (2009) and 5-Year (2009-2013) Capital Improvement Plans' consistency with the consolidated plan for the City of Palatka, per Planning Director's recommendation.
b. **Authorize Execution of Interlocal Agreement between City of Palatka and Putnam County** for the purpose of clarifying responsibilities concerning Putnam County's proposed CDBG Economic Development project for the Auto Spa of Palatka, LLC and Palatka Sheet Metal, Inc.
c. **Reappoint Rev. Charles Rabun and Marc Spalding to the Gas Authority Board** for three-year terms to expire January 31, 2012 (incumbents - sole applicants)
d. **Award bids for Patrol Sedans, Patrol SUV's and Administrative Vehicles** per bid results as follows:

1. **Palatka Ford**	10 Police Package Sedans	$94,920.00
	1 Full Size SUV - Unmarked	$ 9,288.00
	2 Full Size SUV – Marked	$18,816.00
2. **Mears Leasing**	1 Sedan - Police Equip.	$ 4,998.60
	1 Sedan – No Police Equip.	$ 4,656.12

Commissioner Brown moved to adopt the Consent Agenda as proposed by Staff. Commissioner Kitchens seconded the motion, which passed unopposed.

ORDINANCE setting forth rules governing City docks – 1st reading – The Clerk read an ordinance entitled AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PRESCRIBING RULES GOVERNING THE OPERATION AND USE OF ALL

PUBLIC DOCKS LOCATED WITHIN THE CITY; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. Commissioner Norwood moved to pass the ordinance on first reading as read. Commissioner Kitchens seconded the motion. City Manager Boynton said they did not want to make this ordinance so stringent that it is unwieldy. There is no problem with the operation of the Dock at this time; this is a mechanism to stop people from "camping" their boats at the dock, as happened earlier this year. This ordinance was drawn up to stop that from happening. It does have flexibility built into it. It can be revisited each year. Commissioner Myers noted this specifically addresses commercial use, and allows for recreational uses such as fishing. Commissioner Norwood said they want to be sure they are consistent in the way they administer any new ordinance. He does not like to see any ambiguity. He knows they need to look at this on a case-by-case basis. Mayor Flagg asked how citizens that come by boat know that this ordinance is in place and the provisions of it, so that it doesn't require a police officer or codes officer to notice people after the fact. Mr. Boynton said after the 2nd reading they can post it at the kiosk at the Park.

Jeff Norton, Parks Supt., said they can place signs at the facility noticing people that rules exist. Mayor Flagg said the sign can reference the kiosk if need be, but it needs to contain enough language so that people are not knowingly break the law. There being no further discussion, a roll-call vote was taken, with the following results: Commissioners Brown, Kitchens, Myers, Norwood and Mayor Flagg, yes; Nays, none. The ordinance was declared passed on first reading.

ORDINANCE amending Intensive Commercial (C-2) to include hotels and motels as permissible uses, and amending Downtown Business (DB) and Downtown Riverfront (DR) Zoning Districts to allow single-family or one-family dwellings as conditional uses – 2nd Reading, Adopt – The Clerk read an ordinance entitled AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA AMENDING THE OFFICIAL ZONING REGULATIONS OF THE CITY OF PALATKA, FLORIDA, BY AMENDING SECTION 94-161, DOWNTOWN RIVERFRONT DISTRICT, AND SECTION 94-162, DOWNTOWN BUSINESS DISTRICT, TO ALLOW A ONE-FAMILY OR SINGLE-FAMILY DWELLING WITHOUT AN ACCOMPANYING COMMERCIAL USE AS A CONDITIONAL USE; AMENDING SECTION 94-149 C-2 INTENSIVE COMMERCIAL DISTRICT TO ALLOW HOTELS AND MOTELS AS PERMITTED PRINCIPLE USES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. Commissioner Norwood moved to adopt the ordinance on 2nd reading as read. Commissioner Myers seconded the motion. City Attorney Holmes said he understands the ordinance is designed to allow single family dwellings in the downtown business district that may otherwise be considered non-confirming, should they have to be re-built for any reason. If the ordinance doesn't exclude St. Johns Avenue, they could end up with rentals on St. Johns Avenue that may not be consistent with the flavor of a business district. A conditional use is such that it is presumed that the applicant is entitled to it unless there is a basis for denial. It is presumed that if it is allowed by conditional use, one is entitled to it if the conditions in the ordinance are met. They will have a hard time denying this use on St. Johns Avenue without very valid reasons. They can't deny it in the downtown business district just because it is on St. Johns Avenue. He is trying to envision that, if storefronts aren't rented as storefronts, and a landlord converts them to a dwelling, that may or may not be consistent with the Plan for St. Johns Avenue. If the Commission doesn't share his concern, that is their decision to make. Commissioner Brown said they were talking about allowing folks to rent out the upstairs of their building, in order to bring people downtown. Mr. Holmes said this isn't limited to upstairs.

Jim Lee, Planning Director, said he respects the City Attorney's opinion. That is a worst-case scenario. This came about because people with single-family homes that are grandfathered in were unable to get financing or refinancing because of their nonconforming status. This allows for present and new permitted uses in the zoning district. It is a conditional use and therefore needs to fit in with the adjacent usage. He's seen conditional uses denied if the use doesn't fit. He agrees with the City Attorney, but the economy plays a part in this. Just because single-family is allowed in that district, they would not recommend a single-family dwelling surrounded by businesses, but there

is an existing district boundary. This ordinance is before them to rectify existing problems. Several people have come to them who are unable to secure financing or refinancing for their single-family homes in this District because they are non-conforming uses. He agrees that when they re-write Zoning Code, they can address Mr. Holmes' issues. Mayor Flagg said this is a two-step process; they are fixing one aspect with the understanding that the re-write will avoid this "worst case scenario" and that will clear up any apprehension. As to a time line, Mr. Lee said the re-write will be done within the next 12 months. Mr. Holmes said the old Code allowed for SF residential on the upper floor in connection with a business on the lower floor; he has no objection to that. His concern is that the entire structure will be a SF residence. Mr. Lee said they've only had zoning since 1983; they are putting zoning on properties developed in the 1920's and 1930's. That is part of the charm of the downtown area. Mr. Holmes said he would have excluded St. Johns Avenue from the applicability of the conditional use for both practical and theoretical reasons. There are many storefronts on St. Johns Avenue not being used as such, and he doesn't want to see a flurry of requests for conditional uses to convert them to SF residences. Mr. Lee said they will take that into consideration in the Code re-write. Commissioner Brown said they have many homes in areas extending to Laurel Street. They want to protect that area. Mayor Flagg said the lending institutions are hitting a roadblock in those areas. This is a security zone for financial institutions. This will solve that issue; the follow-up also needs to be done in the re-write and adjustment of those boundaries.

Commissioner Kitchens said Palatka's downtown dates back to the 1880's. They've had residences and businesses mixed together for 156 years. She doesn't believe that will be a problem. If someone converts a storefront, they can't just convert a building that is designed as a store and move it; they will have to retrofit it. They couldn't receive a CO in a short period of time. Mr. Lee said they would need a conditional use permit, and there are building code requirements; they would need to change the zoning classification from commercial to residential. When you have grandfathering as commercial, there are different requirements than just renovating from residential to residential. The setbacks wouldn't change. All bedrooms have to have windows and bathroom windows have to be a certain size. That is State law. He does not know if a residence has to have a back or other door. Commissioner Myers said he understands the economic aspects of this; current code prevents some from refinancing. If this is addressed in the re-write, it should be acceptable. Commissioner Norwood asked if they could exclude St. Johns Avenue in the ordinance. Mr. Lee said he will be looking at much more work on changing the zoning boundaries because of consequences of those changes. He doesn't want to create non-confirming residences or businesses by moving boundaries. Mr. Holmes said he was only suggesting they exclude St. Johns Avenue from this.
Mr. Lee said St. Johns Avenue is included within the downtown business district. Trying to say, in the same ordinance, that that a conditional use is excluded from one area would be difficult. As a zoning administrator, he has a problem with excluding a portion of a district for a particular conditional use, because the conditional use should apply to the entire district; an exclusion will create another district, which is a problem. Mayor Flagg said he doesn't want to waste a citizen's time by going through the application and appeals process if the Commission won't grant the use because it faces St. Johns Avenue. Mr. Holmes asked if he is saying they are hoping no one will even apply for this because of the non-conforming use. Mr. Lee said he is a purist as it relates to zoning. He is uncomfortable having it in the DB district, but excluding a portion for a conditional use, when everything else applies to the entire DB district, makes him even more uncomfortable. Mr. Holmes said he respects that, but he is not convinced they will be able to turn down a conditional use on St. Johns Avenue if they've included St. Johns Avenue in the same zoning district. They've created a district of like kind, and to allow conditional use, but then to say they will turn down everyone on St. Johns Avenue, won't work. Mr. Lee said if they look at the District as a whole, and St. Johns Avenue is in the district, but the Code excludes St. Johns Avenue, it amounts to 'breaking up' the district. Mr. Holmes said that would be much easier to defend. There won't be any argument about selective enforcement or application of a conditional use. Mayor Flagg asked if they could amend this ordinance to add this language tonight? Mr. Lee said the language can follow the Conditional Use section. Commissioner Kitchens said she has no problem with conditional uses on St. Johns Avenue; she doesn't believe anyone will run out and create residences in storefronts next month. They have businesses on Oak Street mixed

in with residential. Mayor Flagg said the downtown is in decline; they want businesses on ground level. They don't need any grey areas. If they can legally add the language, they should, so as not to lead people down a dead-end path. Mr. Holmes said they should not amend an ordinance on 2nd reading. Mr. Lee said he recommends that Section 1 and 2 be removed, and leave Section 3. Mr. Holmes said he is also uncomfortable that the re-drawing of districts may be years down the road. Mr. Lee said that is months down the road; they could have that accomplished by the end of this year. Mayor Flagg said this does not constitute a crises; nothing will happen in a few months. His recommendation is that they proceed with this ordinance. They won't create any harm to anyone if this legislation goes through. Commissioner Kitchens said given these concerns, they should pull this and start the process over from the beginning. Mayor Flagg said the issue is related to single-family dwellings. Hotels and motels are not a problem. He sees no problem with passing this legislation with the attorney's comments on record. Mr. Lee said, in looking at Section 2, downtown business district, they can add "excluding St. Johns Avenue" and can bring that back through the Planning Board and City Commission. They can include other housekeeping amendments. There are two people who have said they cannot get financing due to their non-conforming status. Commissioner Norwood asked the earliest they could start the amendment process to amend this. Mr. Holmes said they can send an ordinance to the Planning Board next month. There being no further discussion, a roll-call vote was taken, with the following results: Commissioners Brown, Myers, Norwood and Mayor Flagg, yes; Commissioner Kitchens, Nay. The ordinance was declared adopted on 2nd reading.

ORDINANCE rezoning 3813 Reid Street from Putnam County C-2 to City of Palatka C-2 – Holiday Inn Express; Palatka Hospitality, Applicant – 2nd Reading, Adopt – The Clerk read an ordinance entitled AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED AS TO THAT CERTAIN PROPERTY IN SECTION 02, TOWNSHIP 10 SOUTH, RANGE 26 EAST; AND PROVIDING AN EFFECTIVE DATE. Commissioner Norwood moved to adopt the ordinance on 2nd reading as red. Commissioner Myers seconded the motion. Mr. Lee said DCA has asked they put off adoption of this ordinance pending a re-adoption of the ordinance amending the future land use designation and element for this property, which was adopted prior to the adoption of the capital improvements elements, adopted 12-18-08. It is his recommendation that they continue this public hearing to February 22, 2009. Commissioner Norwood rescinded his motion. Commissioner Myers rescinded his second to the motion. Commissioner Kitchens moved to continue the public hearing on the second reading of the ordinance to February 26, 2009. Commissioner Brown seconded the motion. A roll-call vote was taken, with the following results: Commissioners Brown, Kitchens, Myers, Norwood and Mayor Flagg, yes; Nays, none. The motion to continue was declared passed.

ORDINANCE Rezoning 200 S. State Road 19 from City C-1 General Commercial to City C-2 Intensive Commercial – JJ's Wash Barn LLC, Applicant – 2nd Reading, Adopt – The Clerk read an ordinance entitled AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED AS TO THAT CERTAIN PROPERTY IN SECTION 11, TOWNSHIP 10 SOUTH, RANGE 26 EAST; AND PROVIDING AN EFFECTIVE DATE. Commissioner Brown moved to pass the ordinance on 2nd reading for adoption. Commissioner Kitchens seconded the motion. A roll-call vote was taken, with the following results: Commissioners Brown, Kitchens, Myers, Norwood and Mayor Flagg, yes; Nays, none. The ordinance was declared adopted on 2nd reading.

ADMINISTRATIVE REPORTS – There were none.

COMMISSIONER COMMENTS

Commissioner Brown said she attended a meeting of the Northeast Florida Regional Council today, at which Palatka's Capital Improvements Element was approved.

Commissioner Kitchens added some history to the proclamation read earlier tonight, noting Palatka had two bottling companies, the Coca-Cola bottling plant in Seventh and Oak Street and the Pepsi Cola Company located on the corner of 8th and Lemon St. in

1909, now know as St Johns Ave. There was a JC Penney Department store in the City of Palatka. Palatka had the largest hotel in the southeast, which was the Putnam House. Palatka had Central Academy, the first accredited black high school, and the Mary Lawson Hospital, the first hospital that was integrated or served both black and white. Mary Lawson was also the first female black funeral director in the State. Palatka also had a cigar factory.

Commissioner Myers congratulated Commissioners Brown and Norwood on their reelection and inauguration, and said it has been a pleasure to serve with them all. He looks forward to working with the Commission and Staff in the coming year.

Mayor Flagg wished a Happy Birthday to Vice Mayor Mary Lawson Brown and Police Chief Gary Getchell.

ADJOURN at 6:55 p.m. upon a motion by Commissioner Brown, seconded by Commissioner Kitchens.

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CITY CLERK MAYOR

Agenda Item

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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. This request form, together with any attachments or backup material that that would help the Commission to better consider your request, should be submitted to the City Clerk's office ***no later than 4:00 p.m. on the Friday prior to the next regularly scheduled Thursday City Commission meeting.*** Meeting dates are subject to change. Please verify the closing date for agenda items with the Clerk's office.

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

Palatka Police Department, Chief Gary Getchell

Name of Individual making presentation or request, if different:

GARY GETCHELL, CHIEF OF POLICE

Address: *110 NORTH 11TH STREET*

Daytime Phone *329-0110* Home ph. _____ Fax *329-0159*

Requested meeting date for Agenda Item: **2/12/09**

Request for Commission Action **x--** or Presentation Only ___ or no action required_____

Subject Matter you wish to address **City of Palatka Traffic Light Safety Act**

Commission Action Requested, if any: Approve the "City of Palatka Traffic Light Safety Act". Adopt the proposed ordinance upon second review, suspend the City's RFQ/RFP procedures, and piggy-back City of Lakeland RFP and contract (ratified 11/08), direct City Attorney to review proposed contract from American Traffic Solutions (ATS), disseminate a RFP for "Hearing Officer" services and establish administrative procedures for operating, "The City of Palatka Traffic Safety Light Safety Act."

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.

MEMORANDUM

TO: CITY COMMISSION, VIA CITY CLERK

FROM: GARY GETCHELL, CHIEF OF POLICE

SUBJECT: **TRAFFIC LIGHT SAFETY PROGRAM – REVIEW & RECOMMENDATION**

DATE: JANUARY 26, 2009

CC CITY MGR WOODY BOYNTON, ASST CHIEF JAMES GRIFFITH, CMDR RENO FELLS, FILE

BACKGROUND:

At the request of Commissioners Allegra Kitchens and Vice Mayor Brown individually, the Police Department conducted research pertaining to the use of cameras to enforce red light violations at intersections throughout the City. Commissioner Brown provided an information packet from American Traffic Solution (ATS) of Scottsdale, Arizona.

Research conducted by the Police Department evolved around four (4) main focal points: (1) Overall, what will the program/equipment accomplish from a problem/opportunity standpoint; (2) How much will the program/equipment cost and/or impact current staffing allocations within the Police Department; (3) Will current State motor vehicle statutes and case law support the use of cameras to enforce red light violations; and, (4) What other city and counties in Florida are using Red Light enforcement technology.

(1) *Problem/Opportunity.*

a. The City of Palatka has four (4) State Highways passing through the City limits (SR 20, with a daily traffic count of 17,000 motor vehicles; SR 19, with a daily traffic count of 20,000 motor vehicles, SR 17, with daily traffic count of 27,000 motor vehicles; and, SR 100, with a daily traffic count of 17,000 motor vehicles. Collectively, the average daily traffic count within the City limits of Palatka is 81,000 motor vehicles.[1] These numbers do not include traffic counts on City and/or County roadways.

b. Heavy daily traffic counts contribute to traffic congestion, noise, and police related calls-for-service, to include motor vehicle accidents. In 2007, the Palatka Police Department responded to 1,118 motor vehicle accident calls-for-service,[2] with 357 Florida Traffic Crash reports filed with the State of Florida Department of Motor

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[1] FDOT Florida Traffic Online (2007) http://www2.dot.state.fl.us/FloridaTrafficOnline/viewer.html

[2] Palatka Police Department (2007) Annual Traffic Crash Statistics Report; 4/14/2008.

Vehicles.[3] On average, motor vehicle accidents within the City consume approximately one (1) hour of on-scene time by police officer(s). This does not include time allocated for traffic crash reports and follow-up investigations. In 2007, the Palatka expended 1,824 man hours responding and investigating traffic crashes,[4] which equates to one (1) fulltime police officer responding and investigating motor vehicle accidents.

c. Traffic control and enforcement is a function of the Police Department; however, due to a high overall call-for-service volume very little time is expended conducting selective traffic enforcement (enforcing traffic laws based on high accident or complaint locations). Traffic enforcement is typically limited to citizen complaints (speeding, etc.) and on-view/line of sight violations that occur in the presence of an officer.

d. Red light camera technology based enforcement provides communities with the ability to enforce red light violations without the presence of police officers on scene; thereby, utilizing public resources more efficiently.

e. Installation of red light camera technology has the potential of reducing red light running violations and subsequently accidents.

f. Technology based red light camera enforcement will not be a drain on public resources; rather, it will create additional revenues for the City.

(2) How much will the program cost?

Research suggests the cost to the City would be minimal. Capital outlay of equipment and startup cost would be absorbed by the contracted vendor. The City would have to pay for police officer time to viewed violations on videos and issue notice of violation. Any cost to the City could be funded through Red Light Camera revenues, with no tax revenues expended.

(3) Will current State motor vehicle statutes and case law support the use of cameras to enforce red light violations?

Florida State motor vehicle statutes does not provide provisions for enforcement of red light running with the use of camera technology; however, the City may enact an ordinance, which established the use of camera technology for enforceing red light running, establishing of fine, collection thereof, and appeal procedures.

(4) What other city and counties in Florida are using Red Light enforcement technology?

a. Apopka
b. Aventura
c. Bal Harbor
d. Bradenton
e. Brooksville

[3] Florida Traffic Crash Statistics Report 2007; A compilation of Motor Vehicle Crash Data From Florida Crash Records Database

[4] Palatka Police Department (2007) Annual Traffic Crash Statistics Report; 4/14/2008.

f. Casselberry
g. Collier County
h. Coral Gables
i. Cutler Bay
j. El Portal
k. Florida City (Approved Dec. 2009)
l. Gulf Breeze
m. Hallandale Beach
n. Hialeah
o. Hillsborough County
p. Hollywood
q. Homestead
r. Jacksonville
s. Jupiter
t. Key Biscayne
u. Lakeland
v. Lake Worth
w. Miami Beach
x. Miami Gardens
y. North Miami
z. North Miami Beach
aa. Ocoee
bb. Orange County
cc. Orlando
dd. Palm Bay (approve Jan. 2009)
ee. Palm Beach County
ff. Palm Coast
gg. Pembroke Pines
hh. Port Richey
ii. Sarasota County
jj. Satellite Beach
kk. Sunny Isle Beach
ll. Sweetwater
mm. Temple Terrace
nn. Williston
oo. Winter Park (Approve Jan. 2009)
pp. Winter Springs
qq. Wellington

DISCUSSION

On December 22, 2008 the Red Light Camera Enforcement program was presented to the City Commission as a concept with a recommendation to adopt the concept and provided direction to staff to draft an ordinance and negotiate a contract with American Traffic Solutions (ATS).

The concept in general was acceptable to the Commission; however, there were concerns and much discussion pertaining to owners of vehicles receiving notice of violations when other people were in possession of the vehicle at the time of violation. Commissioners directed Chief Getchell to contact five (5) communities (Lakeland, Pembroke Pines, Jacksonville, and another NE Florida

community not using ATS, in an effort to gather more information about the program administration and sample. ordinances.

Based on direction by the City Commission, a review of the abovementioned cities' ordinances was accomplished, which concluded all ordinances contained similar language. In addition, each ordinance contained sections for "vehicle owner affidavit of non-responsibility," or a process for waiving responsibility of the violation, if the motor vehicle was not in the owner's care, custody or control, or that of a person with owner's consent. If this section was included in Palatka's ordinance, the Commission's concern pertaining to non-responsibility would be eliminated.

In addition, citing a person for red light running utilizing a City ordinance, would definitely benefit the violator, with a reduced fine (State – $206, City $150), points would not be assessed against a violators drivers license, and the City would experience a higher percentage of collected fine revenues.

RECOMMENDATION

Staff recommends the City approve the "City of Palatka Traffic Light Safety Act," adopt the proposed ordinance upon second review, suspend the City's RFQ/RFP procedures, and piggy-back City of Lakeland RFP and contract (ratified 11/08), direct City Attorney to review proposed contract from American Traffic Solutions (ATS) disseminate a Request for Proposal (RFP) for "Hearing Officer" services, and establish administrative procedures for operating, "The City of Palatka Traffic Safety Light Safety Act."

Attachments:

- **A.** Proposed Ordinance
  - **1.** "The City of Palatka Traffic Light Safety Act."
  - **2.** Draft Contract between ATS and City of Palatka fore Red Light camera Services
- **B.** Sample Ordinances from other Florida Cities
  - **1.** Lakeland
  - **2.** Palm Coast
  - **3.** Pembroke Pines
  - **4.** Jacksonville
  - **5.** Gulf Breeze
  - **6.** Williston
- **C.** Copy of City of Lakeland Red Light Camera contract and other documents.
- **D.** Proposed Request for Proposal for "Hearing Officer" services.
- **E.** Putnam County Clerk of the Court "Fee Schedule."

Agenda Item 5

Attachment A-1

ATTACHMENT A-1

ORDINANCE NO. 2009-

AN ORIDNANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING CHAPTER 82 OF THE CODE OF ORDINANCES OF THE CITY OF PALATKA, BY CREATING A NEW ARTICLE IV, ENTITLED "THE CITY OF PALATKA TRAFFIC LIGHT SAFETY ACT"; AND NEW SECTIONS 82-87 THROUGH 82-102; PROVIDING FOR INTENT AND DEFINITIONS; ESTBLISHING AN ENFORCEMENT PROGRAM WITHIN THE CITY; AUTHORIZING AN ENFORCEMENT PROGRAM WITHIN THE CITY; AUTHORIZING THE CITY TO PERMIT AND IMPLEMENT THE USE OF UNMANNED CAMERAS/MONITORING DEVICIES FOR RED LIGHTINFRACTIONS; PROVIDING ENFORCEMENT PROCEDURES, INLCUDING NOTICE, APPEAL HEARINGS, PENALITIES, IMPOSITION OF ADMINISTRATIVE CHARGES AND COLLECTION; PROVIDING FOR EXCEPTIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City of Palatka is located in a high density traffic area and regularly experiences traffic incidents related to the failure of motorists to obey duly erected traffic control devices, exposing its citizens to the dangers of personal injury and property damage; and

WHEREAS, the City Commission of the City of Palatka is concerned with the inability to sufficiently enforce the State statutes prohibiting running of red lights, due mainly to the requirement that enforcement of the State law requires the personal observation of police officers, affecting the ability to effectively reduce the significant dangers presented to motorists and pedestrians by the failure to stop for a red light; and

WHEREAS, the use of unmanned cameras to enforce toll violations on the State's system of toll roads has been determined to be fair, reasonable and sufficient by the State in order to effectively enforce laws regulating the payment of tolls without the need to commit the extreme amount of personnel that would be necessary without the use of unmanned cameras; and

WHEREAS, similarly, the use of unmanned cameras will be effective in enforcing laws requiring drivers of motor vehicles to stop for red lights and will have the effect of freeing law enforcement personnel to respond to other, and sometimes more significant, incidents as well as serious crime; and

WHEREAS, local governments in different parts of the State and Nation have demonstrated the enhancement of vehicular and pedestrian traffic safety attributable to the integration of automated image capture technologies with traditional traffic law enforcement methodology; and

WHEREAS, Section 316.008, Florida Statutes, grants municipalities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of the police power, the authority to regulate and monitor traffic by means of law enforcement officers and security devices; and

WHEREAS, the City of Palatka is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes, to enact an ordinance making the failure to stop for a red light indication a code violation, and to provide for enforcement of such violations; and

WHEREAS, Opinion 05-41 of the Attorney General of the State of Florida, dated July 12, 2005, issued to Samuel S. Goren, City Attorney for the City of Pembroke Pines, confirms the authority of the City to enact an ordinance making the failure to stop at a red light indication a code violation, to use unmanned cameras to monitor intersections in the City for such code violations, and to record the license tag numbers of vehicles involved in such violations; and

WHEREAS, the Attorney General has opined that the cities may not issue traffic citations under the State law to drivers for violations observed by the use of unmanned cameras and not otherwise observed by law enforcement officers; and

WHEREAS, in order to be consistent with State law and the referenced Attorney General Opinion, the City will issue the uniform traffic citation prescribed by Chapter 316, Florida Statutes, and will not prosecute offenses of this Ordinance through the County Court, but, rather, through the City's code enforcement program, procedures and processes; and

WHEREAS, the City Commission of the City of Palatka finds it to be fair and reasonable to use the same procedure used by the State to enforce toll violations through unmanned cameras, and to provide alleged violators with the opportunity to have a hearing within the City using the City's code enforcement procedures, program, and processes; and

WHEREAS, the City Commission of the City of Palatka finds that implementation of the enforcement program as set forth in this Ordinance will promote, protect and improve the health, safety and welfare of its citizens, consistent with the authority of and limitations on the City pursuant to the Constitution of the State of Florida and the Florida Statutes.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the recitals set forth above are hereby adopted and confirmed.

Section 2. That Chapter 82 of the Code of Ordinances of the City of Palatka is hereby amended by adopting a new Article IV, Section 82-87 through Section 82-102 to read as follows:

Article III – The City of Palatka Traffic Light Safety Act

Sec. 82-87. Intent.

The purpose of this article is to authorize the use of an unmanned cameras/monitoring system to promote compliance with red light signal directives a proscribed by this article, and to adopt a civil enforcement system for red light signal violations. This article will also supplement law enforcement personnel in the enforcement of red light signal violations and shall not prohibit law enforcement officers from issuing a citation for a red light signal violation in accordance with other routine statutory traffic enforcement techniques.

Sec. 82-88. Use of Image Capture Technologies.

The City shall utilize image capture technologies as a supplemental means of monitoring compliance with the State laws related to traffic control signals, while assisting law enforcement personnel in the enforcement of such laws, which are designed to protect and improve public health, safety and welfare. This section shall not supersede, infringe, curtail or impinge upon State laws related to red light signal violations or conflict with such laws. The City shall utilize image capture technologies as an ancillary deterrent to traffic control and traffic signal violations and to thereby reduce accidents and injuries associated with such violations. Notices of infractions issued pursuant to this article shall be addressed using the City's code enforcement process and not uniform traffic citations or County Courts.

Sec. 82-89. 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:]

Hearing officer means a person whom the City Commission authorizes to conduct appeals or other administrative hearings. Hearing officers must be members of The Florida Bar in good standing and have adequate experience or knowledge in the area of the matters over which they will preside and make recommendations, determinations, decisions, or findings of facts and conclusions of law, or any combination thereof. Hearing officers shall be selected through the request for proposal process in a manner authorized by the City Attorney consistent with the City's purchasing procedures.

Intersection means the area embraced within the prolongation or connection of the lateral curb line; or, if none, then the lateral boundary lines, of the roadways of two roads which join or intersect one another at, or approximately at, right angles; or the area within which vehicles traveling upon different roads joining at any other angle may come in conflict.

Motor vehicle means the meaning set forth in the definition in Section 316.003(21), Florida Statutes, or its successor provision.

Notice of infraction means a citation issued for a red zone infraction.

Owner means the person or entity identified by the Florida Department of Highway Safety and Motor Vehicles, or other State Vehicle Registration Office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a lease of six months or more.

Recorded images means images recorded by a traffic control signal monitoring system/device:

(1) On:

Two or more photographs, or

Two or more electronic images; or

Two or more digital images, or

Digital or video movies; or

Any other medium that can display a violation; and

(2) Showing the rear of a motor vehicle and on at least one image, clearly identifying the license plate number of the vehicle.

Red zone infraction means a traffic offense whereby a traffic control signal monitoring system established that a motor vehicle entered an intersection controlled by a duly erected traffic control device at a time when the traffic control signal for such motor vehicle's direction of travel was emitting a steady red signal.

Traffic Control Infraction review Officer. The city police department employee designated, pursuant to Sec. 82-93 herein, to review recorded images and issue red zone infractions based upon those images.

Traffic control signal means a device exhibiting different colored lights or colored lighted arrows, successively, one at a time, or in combination, using only the colors green, yellow, and red which indicate and apply to drivers of motor vehicles as provided in Section 316.075, Florida Statutes.

Traffic control signal monitoring system/device means an electronic system consisting of one or more vehicle sensors, working in conjunction with a traffic control signal, still cameras and video recording device, to capture and produce recorded images of motor vehicles entering an intersection against a steady red light signal indication.

Sec. 82-90. Adherence to Red Light Traffic Control Signals.

Motor vehicle traffic facing a traffic control signal's steady red light indication shall stop before entering the crosswalk on the near side of an intersection or, if none, then before entering the intersection and shall remain standing until a green indication is shown on the traffic control signal; however, the driver of a vehicle which is stopped at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection or, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection in obedience of a steady red traffic control signal, may make a right turn (unless such turn is otherwise prohibited by posted sign or other traffic control device) but shall yield right-of-way to pedestrians and other traffic proceeding as directed by the traffic control signal at the intersection.

Sec. 82-91. Violation.

A violation of this article, known as a red zone infraction, shall occur when a motor vehicle does not comply with the requirements of Sec. 82-90 shall be enforced pursuant to Sec. 82-93.

Sec. 82-92. Ninety Day notice; introductory period.

The Police Chief shall notify the City Manager when the red light camera system is operating correctly at the initial location established. For the ninety days following said notification, unless the driver of a vehicle received a citation from a police officer at the time of a red zone infraction in accordance with routine traffic enforcement techniques, the vehicle owner shall receive a warning in the form of a courtesy notice of the violation. Commencing ninety-one days after the above referenced notification, the vehicle owner is subject to the enforcement provisions as provided herein and no warning shall be given pursuant to this article.

Sec. 82-93. Review of Recorded Images.

(a) The owner of the vehicle, which is observed by recorded images committing a red zone infraction, shall be issued a notice of violation (hereinafter also known as a "notice"). The recorded image shall be sufficient grounds to issue a notice.

(b) The City's Chief of Police shall designate a Traffic Control Infraction Review Officer, who shall be a police officer of the City or who shall meet the qualifications set forth in F.S. § 316.640(5)(A), or any other relevant statute. The Traffic Control Infraction Review Officer shall review recorded images prior to the issuance of a notice to ensure the accuracy and integrity of the recorded images. Once the Traffic Control Infraction Review Officer has verified the accuracy of the recorded images, he or she shall complete a report, and a notice shall be sent to the vehicle owner at the address on record with the Florida Department of Highway Safety and Motor Vehicles or the address on record with the appropriate agency having such information in another state.

Sec. 82-94. Notice of Violation.

(a) The notice of violation/infraction shall include at a minimum.
(1) The name and address of the owner;
(2) The license plate number and registration number of the motor vehicle;
(3) The make, model, and year of the motor vehicle;
(4) Notice that the violation charged is pursuant to this article;
(5) The location of the intersection where the violation occurred;
(6) The date and time of the red zone infraction;
(7) Notice that the recorded images relating to the vehicle and a statement that the recorded images are evidence of a red zone infraction;
(8) The civil penalty imposed;
(9) Images depicting violation;
(10) The procedures for payment of the civil penalty and contesting the notice of infraction;
(11) A signed statement by the Traffic Control Infraction Officer that, based on inspection of recorded images, the vehicle was involved in a red zone infraction;
(12) Information advising the person alleged to be liable under this section, the manner and time in which liability as alleged in the notice of infraction may be appealed and warning that failure to pay the civil penalty or to contest liability in a timely manner is an admission of liability.
(b) The City Manager shall have authority to promulgate the form described herein.

Sec. 82-95. Vehicle owner responsibilities.

(a) An owner receiving a notice of infraction may, within 21 days of the notice of infraction:
(1) Pay the assessed civil penalty pursuant to instructions on the notice of infraction; or
(2) Request an appeal pursuant to section 82-97.
(b) The failure to comply with the provisions of this section within 21 days from the date of the notice of infraction shall constitute a waiver of the right to contest the notice of infraction and will be considered an admission of liability.

Sec. 82-96. Appeal to Hearing Officer.

(a) The City's Hearing Officer shall consider appeals under this within 21 days of the date of the notice of infraction. The owner may file an appeal with the City pursuant to the directions in the notice of infraction. A hearing on the appeal shall be scheduled for all appeals.

(b) Upon receipt of the appeal, the City shall schedule a hearing before the Hearing Officer to occur not later than 60 days after City's receipt of the appeal request. A notice of hearing shall be provided to the owner no less than ten days prior to the hearing, and shall be delivered via certified U.S. mail to the same address to which the notice of infraction was sent. The Hearing Officer shall issue a written order either granting or denying the appeal.

(c) The following shall be permissible grounds for an appeal:

(1) At the time of the infraction, the vehicle was not under the care, custody, or control of the owner or an individual with owner's consent, established pursuant to affidavit as provided in section 82-97.

(2) The motor vehicle driver was issued a citation by a Law Enforcement Officer, which was separate and distinct from the citation issued under this section, for violating the steady red traffic control signal;

(3) The motor vehicle driver was required to violate the steady red traffic control signal in order to comply with other governing laws;

(4) The motor vehicle driver was required to violate the steady red traffic control signal in order to reasonably protect the property or person of another;

(5) The steady red traffic control signal was inoperable or malfunctioning; or

(6) Any other reason the Hearing Officer deems appropriate.

(d) The Traffic Control Infraction Review Officer shall testify at the appeal. The owner, or his or her representative, may also present testimony and evidence.

(e) Recorded images indicating a red zone infraction, verified by the traffic Control Infraction Review Officer, are admissible in any proceeding before the Hearing Officer to enforce the provisions of this article, and shall constitute prima facie evidence of the violation.

(f) Unless an affidavit is provided pursuant to section 82-97, it is presumed the person registered as the owner with the Florida Department of Highway Safety and Motor Vehicles or any other State Vehicle Registration Office, or an individual having the owner's consent, was operating the vehicle at the time of a red zone infraction.

Sec. 82-97. Vehicle Owner affidavit of non-responsibility.

(a) In order for the owner to establish that the motor vehicle was, at the time of the red zone infraction, in the care, custody, or control of another person without the consent of the owner, the owner is required to complete an affidavit setting forth the circumstances demonstrating that the motor vehicle was not in the owner's care, custody or control, or that of a person with owner's consent. The affidavit must be executed in the presence of a notary, and include at a minimum:

(1) If known to the owner, the name, address, and 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 red zone infraction; or

(2) If the motor vehicle was stolen, the police report indicating the motor vehicle was stolen at the time of the alleged red zone infraction.

(3) The following language immediately above the signature line: "Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true."

(b) The owner may present an affidavit pursuant to this section, as a defense in any proceeding before the Hearing Officer.

Sec. 82-98. Penalties.

(a) A violation of this article shall be deemed a non-criminal, non-moving violation for which a civil penalty in the amount of $150.00 shall be assessed.

(b) As the violation relates to this article and not the Florida Statutes and no points as provided in Section 322.27, Florida Statutes, shall be recorded on the driving record of the vehicle owner or responsible party.

Sec. 82-99. Administrative charges.

In addition to the assessment pursuant to section 82-99, administrative charges in the amount of the City's actual costs shall be assessed in the event of an unsuccessful appeal or the necessity to institute collection procedures.

Sec. 82-101. Collection of fines.

The City Manager may establish procedures and processes for the collection of any penalty or charge imposed or assessed under the provisions of this article and may enforce such penalty by civil action in the nature of debt.

Sec. 82-102. Exceptions.

(a) This article shall not apply to red zone infractions involving motor vehicle collisions or to any authorized emergency vehicle responding to a bona fide emergency.

(b) A notice of infraction may be issued in any case where the operator of the motor vehicle was issued a citation for violating State law regarding the failure to stop at a red light indication.

Section 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Palatka; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by _____, who moved its adoption on first reading.

This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

Agenda Item 5

Attachment A-2

Attachment A-2

AGREEMENT BETWEEN THE CITY OF PALATKA, FLORIDA
AND AMERICAN TRAFFIC SOLUTIONS FOR
TRAFFIC SAFETY CAMERA PROGRAM

This Agreement (this Agreement) is made as of this ____ day of _____, 2009 by and between American Traffic Solutions, Inc.., a Kansas Corporation, licensed to do business in Florida, with offices at 7681 East Gray Road Scottsdale, Arizona 85260 (Vendor), and The City of Palatka a Florida municipal corporation, with an address at 201 North 2nd Avenue, Palatka, FL 32177 (the City).

RECITALS

WHEREAS, Vendor has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and Notice of Infraction processes related to the digital photo red light enforcement systems provided by Vendor pursuant to this Agreement; and

WHEREAS, the City Commission adopted Ordinance _____, which authorizes the City Traffic Safety Camera Program (TSCP) and provides for the implementation and operation of such; and,

WHEREAS, the City awarded the contract to Vendor pursuant to ordinance _____, the City purchasing ordinance, which permits the City to purchase services under a contract of another governmental agency or municipality that was awarded pursuant to competitive bids based on clearly defined specifications, and the instant contract is substantially in the form of the contract issued to the vendor by the City of Lakeland, Florida pursuant to a competitive bid, specifically RFQ # 08 11 13 2, based on clearly defined specifications, and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1.0 Definitions. All definitions set forth in Ordinance are incorporated herein. In addition, the following words and phrases shall have the following meanings in this Agreement:

1.1. Authorized Employee means the Traffic Control Infraction Review Officer, whose duties and qualifications are set forth in the City Ordinance.

1.2. Authorized Infraction means each Potential Infraction in the Infraction Data for which authorization to issue a Notice of Infraction in the form of an Electronic Signature is given by the Authorized Employee by using the Vendor System.

1.3. City Ordinance means Ordinance , as may be amended from time to time.

1.4. Civil Fee means the fee assessed for violations of the City Ordinance, as set forth in the Ordinance.

1.5. Confidential or Private Information means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person business or methods of operation or concerning any of such Person suppliers, licensors, licensees, City or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:

1.5.1. Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or City, or at which such Person sells or has sold its services; and

1.5.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" shall mean the broadest and most inclusive interpretation of trade secrets.

1.5.3. Notwithstanding the foregoing, Confidential Information will not include information that: (i) is a public record, and not otherwise exempt, pursuant to Florida law; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iv) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (v) was required by a court of competent jurisdiction to be described, or (vi) was required by applicable state law to be described.

1.6. Designated Intersection means the Intersections, as that term is defined in the City Ordinance, set forth on **Exhibit "A"** attached hereto, and such additional Intersections, as Vendor and the City shall mutually agree from time to time through the parties' Project Managers.

1.7. Electronic Signature means the method through which the Authorized Employee indicates his or her approval of the issuance of a Notice of Infraction in respect of a potential Infraction using the Vendor System.

1.8. Enforcement Documentation means the necessary and appropriate documentation related to the enforcement of Red Zone Infractions, as defined in the City Ordinance, including but not limited to warning letters, Notices of Infraction (using the specifications of the hearing officer (also known as code enforcement Special Master) and the City, a numbering sequence for use on all notices (in accordance with applicable state statutes and the City Ordinance), instructions to accompany each issued Notice of Infraction (including in such instructions a description of basic enforcement procedures, payment options and information regarding the viewing of images and data collected by the Vendor System), chain of custody records, criteria regarding operational policies for processing Notices of Infraction (including with respect to coordinating with the applicable vehicle registry), and technical support documentation for applicable hearing officers .

1.9. Equipment means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Vendor Photo Red Light System(s), including but not limited to all camera systems, housings, sensor arrays, severs and poles.

1.10. Governmental Authority means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, Commission or organization, and any subdivision, branch or department of any of the foregoing.

1.11. Infraction means any Infraction of the City Ordinance.

1.12. Infractions Data means the images and other Infractions data gathered by the Vendor System at the Designated Intersection .

1.13. Installation Date of the TSCP means the date on which Vendor completes the construction and installation of at least one (1) Intersection in accordance with the terms of this Agreement so that such Intersection is operational for the purposes of functioning with the TSCP.

1.14. Intellectual Property means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), of such Person, consistent with the definition of such terms in Florida Statutes.

1.15. Notice of Infraction shall mean the Notice of an Infraction, which is mailed or otherwise delivered by Vendor to the alleged violator on the appropriate Enforcement

Documentation in respect of each Authorized Infraction pursuant to the requirements of the City Ordinance.

1.16. Operational Period means the period of time during the Term, commencing on the Installation Date, during which the TSCP is functional in order to permit the identification and the issuance of Notices of Infraction for approved Infractions using the Vendor System.

1.17. Ordinance shall mean City of Palatka Ordinance, as may be amended from time to time.

1.18. Person means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.

1.19. Project Manager means the project manager appointed by the City in accordance with this Agreement, which shall be the City Manager, or his designee and shall be responsible, on behalf of City, for overseeing the installation at the Designated Intersections and the implementation of the TSCP, and which manager shall have the power and authority to make management decisions relating to the City obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the City Charter or Ordinance or by the City Commission/Council.

1.20. Potential Infraction means, with respect to any motor vehicle passing through a Designated Intersection, the data collected by the Vendor System with respect to such motor vehicle, which data shall be processed by the Vendor System for the purposes of allowing the Authorized Employee to review such data and determine whether a Red Zone Infraction has occurred.

1.21. Proprietary Property means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.

1.22. Vendor Marks means all trademarks registered in the name of Vendor or any of its affiliates, such other trademarks as are used by Vendor or any of its affiliates on or in relation to TSCP at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by Vendor, and all modifications or adaptations of any of the foregoing.

1.23. Vendor Project Manager" means the project manager appointed by Vendor in accordance with this Agreement, which project manager shall initially be named by the Vendor within 14 days of the execution of this Agreement or such person as Vendor shall

designate by providing written notice thereof to the City from time to time, who shall be responsible for overseeing the construction and installation of the Designated Intersections and the implementation the TSCP, who shall have the power and authority to make management decisions relating to Vendor obligations pursuant to this Agreement, including but not limited to change-order authorizations.

1.24. Traffic Safety Camera Program means, collectively, the TSCP provided by Vendor and all of the other equipment, applications, back office processes and digital red light traffic enforcement cameras, sensors, components, products, software and other tangible and intangible property relating thereto.

1.25. Traffic Safety Camera Program means the process by which the monitoring, identification and enforcement of Infractions of the Red Zone Infractions is facilitated by the use of certain equipment, applications and back office processes of Vendor, including but not limited to cameras, flashes, central processing units, signal controller interfaces and sensor arrays which, collectively, are capable of identifying Infractions and recording such Infraction data in the form of photographic images of motor vehicles.

1.26. Photo Red Light Infraction Criteria means the standards and criteria by which Potential Infractions will be evaluated by Authorized Employees of the City, which standards and criteria shall include, but are not limited to, the definition of a Red Zone Infraction set forth in the City Ordinance, relying upon the duration of time that a traffic light must remain red prior to a Infraction being deemed to have occurred, and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Infraction, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities.

1.27. Traffic Signal Controller Boxes" means the signal controller interface and detector, including but not limited to the radar or video loop, as the case may be.

1.28. Warning Period means the period of thirty (30) days after the Installation Date of the first intersection approach, as set by the Ordinance.

2.0 Term. The term of this Agreement shall commence as of the date hereof and shall continue for a period of five (5) years after the date of the first paid notice from the first installed System (the "Initial Term"). The City shall have the right, but not the obligation, to extend the term of this Agreement for up to two (2) additional, five (5) year periods following the expiration of the Initial Term (each, a "Renewal Term" and collectively with the Initial Term, the "Term"). The City may exercise the right to extend the term of this Agreement for a Renewal Term by providing written notice to Vendor not less than sixty (60) days prior to the last day of the Initial Term or the Renewal Term, as the case may be.

3.0 Services. Vendor shall provide the TSCP to the City, in each case in accordance with the terms and provisions of the Ordinance.

3.1. Installation. With respect to the construction and installation of the Designated Intersection and the installation of the Vendor System at such Designated Intersection: the

City and Vendor shall have the respective rights and obligations set forth on **Exhibit "B"** attached hereto.

3.2. Maintenance. With respect to the maintenance of the Vendor System at the Designated Intersections, the City and Vendor shall have the respective rights and obligations set forth on **Exhibit "C** "attached hereto.

3.3. Infraction Processing. During the Operational Period, Infractions shall be processed as set forth on **Exhibit" D"**, attached hereto.

3.4. Prosecution. The City shall prosecute Ordinance violations in respect thereof pursuant to the terms, procedures and requirements of the City Ordinance, subject to City routine law enforcement discretion.

3.5. Other Rights and Obligations. During the Term, in addition to all of the other rights and obligations set forth in this Agreement, Vendor and the City shall have the respective rights and obligations set forth on **Exhibit "E"** attached hereto.

3.6. Change Orders. The City may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to Vendor, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Vendor receipt of a Change Order Notice, Vendor shall deliver a written statement describing the effect, if any, the proposed changes would have on the terms set forth in Exhibit " E " (the "Change Order Proposal"), which Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the City. Following the City receipt of the Change Order Proposal, the parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 16.0.

4.0 License; Reservation of Rights.

4.1. License. Subject to the terms and conditions of this Agreement, Vendor hereby grants the City, and the City hereby accepts from Vendor upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the City, access and use the Vendor System for the sole purpose of reviewing Potential Infractions and authorizing the issuance of Notices of Infraction pursuant to the terms of this Agreement, and to print copies of any content posted on the Vendor System in connection therewith, (b) disclose to the public (including outside of the City) that Vendor is providing services to the City in connection with TSCP pursuant to the terms of this Agreement, and (c) use and display the Vendor

Marks on or in marketing, public awareness or education, or other publications or materials relating to the TSCP, so long as any and all such publications or materials are approved in advance by Vendor.

4.2. Reservation of Rights. The City hereby acknowledges and agrees that: (a) Vendor is the sole and exclusive owner of the Vendor System, the Vendor Marks, all Intellectual Property arising from or relating to the Vendor System, and any and all related Equipment provided under this Agreement, (b) the City neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of City pursuant to this Agreement, the City shall gain no additional right, title or interest therein.

4.3. Restricted Use. The City hereby covenants and agrees that it shall not (a) make any modifications to the Vendor System, including but not limited to any Equipment, (b) alter, remove or tamper with any Vendor Marks, (c) use any of the Vendor Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Vendor therein, (d) use any trademarks or other marks other than the Vendor Marks in connection with the City use of the Vendor System pursuant to the terms of this Agreement without first obtaining the prior consent of Vendor, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Vendor System, the Vendor System, including but not limited to any Equipment, or to any, Intellectual Property or Proprietary Property of Vendor, or cause any other Person to do any of the foregoing.

4.4. Protection of Rights. Vendor shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Vendor, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Vendor Marks, the filing of patent application for any of the Intellectual Property of Vendor, and making any other applications or filings with appropriate Governmental Authorities. The City shall not take any action to remedy or prevent such protective activities, and shall not in its own name make any registrations or filings with respect to any of the Vendor Marks or the Intellectual Property of Vendor without the prior written consent of Vendor.

4.5. Infringement. The City shall use its reasonable best efforts to give Vendor prompt notice of any activities or threatened activities of any Person of which it becomes aware that infringes or violates the Vendor Marks or any of Vendor Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the Vendor Marks or any other Intellectual Property of Vendor. Vendor shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto.

4.6. Infringing Use. The City shall give Vendor prompt written notice of any action or claim action or claim, whether threatened or pending, against the City alleging that the Vendor Marks, or any other Intellectual Property of Vendor, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the City shall render to Vendor such reasonable cooperation and assistance as

is reasonably requested by Vendor in the defense thereof; provided, that Vendor shall reimburse the City for any reasonable costs, including without limitation attorneys fees and court costs, as well as City staff costs, incurred in providing such cooperation and assistance. If such a claim is made and Vendor determines in the exercise of its sole discretion, or a court or administrative proceeding of competent jurisdiction determines, that an infringement may exist, Vendor shall have the right, but not the obligation, to procure for the City the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items, all at no cost to the City. In addition, in such event, the City has the right, but not the obligation, to terminate this Agreement pursuant to paragraph 6.1.

5.0 Representations and Warranties.

5.1. Vendor Representations and Warranties.

5.1.1. Authority. Vendor hereby warrants and represents that:

5.1.1.1. it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder; and,

5.1.1.2. to the extent legally required, Vendor has all ownership rights, licenses, or other required authority to use the software and hardware it installs to perform the services under this Agreement.

5.1.2. Professional Services. Vendor hereby warrants and represents that any and all services provided by Vendor pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation of the Vendor System, subject to applicable law, in compliance with all specifications provided to Vendor by the City.

5.2. City Representations and Warranties.

5.2.1. Authority. The City hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder; provided that Vendor acknowledges that the initial program is premised on being consistent with the requirements and authority of state law, applicable attorney general opinions, and the City Ordinance, and City cannot and does not warrant the outcome of any judicial or legislative action that may be taken affecting these authorities subsequent to the execution of this Agreement.

5.3. Professional Services. The City hereby warrants and represents that any and all services provided by the City pursuant to this Agreement shall be performed in a professional and workmanlike manner in City governmental capaCity .

6.0 Termination.

6.1. Termination for Cause: Either party shall have the right to terminate this Agreement immediately by written notice to the other if (i) state or federal statutes are amended, or regulations or policies are adopted by agencies with jurisdiction, to prohibit or materially change the operation of TSCP so as to make it reasonably impractical to operate the red light enforcement program, including without limitation changes that would prohibit the red light enforcement program, or which would impose restrictions on revenues and uses that are contrary to the terms of this Agreement; (ii) any court having jurisdiction over City rules, or declares, that the City red light enforcement program is invalid or results from the Vendor System of photo red light enforcement are inadmissible in evidence, or otherwise renders a decision that makes it reasonably impractical to operate the red light enforcement program; (iii) a determination by a court of competent jurisdiction or other applicable dispute resolution forum that Vendor has infringed upon a third party patent, trademark, copyright, trade secret or other intellectual property; (iv) the other party commits any material breach of any of the provisions of this Agreement; (v) Vendor non-payment of revenues to City as required by this Agreement. In the event of a termination due to this Section, City shall be relieved of any further obligations to Vendor other than as specified herein. Either party shall have the right to remedy the cause for termination within forty-five (45) calendar days (or within such other time period as the City and Vendor shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-causing party setting forth in reasonable detail the events of the cause for termination.

The rights to terminate this Agreement given in Section 6.1 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

6.2 Procedures Upon Termination. This section shall apply to the expiration of this Agreement and to the early termination of the Agreement. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination. Except as set forth in this Section, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate and:

6.2.1 Vendor shall (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the TSCP, (ii) promptly deliver to the City any and all Proprietary Property of the City provided to Vendor pursuant to this Agreement, (iii) promptly deliver to the City a final report to the City regarding the collection of data and the issuance of Notices of Infraction in such format and for such periods as the City may reasonably request, and which final report Vendor shall update or supplement from time to time when and if additional data or information becomes available, (iv) provide City all data pertaining to outstanding Civil Fee payments due and owing to City and potential payments due to Vendor, (v) provide City with its proposed schedule for the removal of the Vendor equipment, at no cost to the City, from the City and once such schedule is approved by City, Vendor shall remove such pursuant to the schedule; and (vi) provide such assistance as the City may reasonably request from time to time in connection with prosecuting and enforcing Notices of Infraction issued prior to the termination of this Agreement.

6.2.2 The City shall (i), except for pending enforcement cases, immediately cease using the TSCP, accessing the Vendor System and using any other Intellectual Property of Vendor, and (ii) promptly deliver to Vendor any and all Proprietary Property of Vendor provided to the City pursuant to this Agreement, other than such equipment installed by Vendor along the roadways for the enforcement program.

6.2.3 Unless the City and Vendor have agreed to enter into a new agreement relating to the TSCP or have agreed to extend the Term of this Agreement, Vendor shall remove any and all Equipment or other materials of Vendor installed in connection with Vendor performance of its obligations under this Agreement, at no cost to City, including but not limited to housings, poles and camera systems, and Vendor shall restore the Designated Intersections to substantially the same condition such Designated Intersections were in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade and no exposed rebar, steel or other hazards, at no cost to City.

7.0 Fees to be Paid to Vendor and Payment Processing.

7.1. Vendor shall have the right to receive the compensation set forth on, and pursuant to, **Exhibit F** attached hereto.

7.2. Vendor shall be responsible for processing payments of the Civil Fees. The Vendor shall provide payment means through mail, telephone and on-line processes. Vendor shall track all payments and handle all applied payments, unapplied payments, overpayments, refunds, adjustments, dismissals and reversals.

7.3. Vendor shall pay City all payments received during a calendar month, no later than the 7th day of the next following month.

7.4. Vendor shall invoice the City for all applicable fees according to the fee schedule delineated on **Exhibit "F"**. Along with the invoice, Vendor shall provide information to the City, in a format acceptable to the City, supporting the invoice amounts forwarded by Vendor to the City. In addition, City shall have access to the financial reporting functions of Vendor system upon City request.

8.0 Survival. Notwithstanding the foregoing, the parties' obligations shall survive the termination of the Agreement to the extent necessary to fulfill the parties' accrued monetary obligations under this Agreement.

9.0 Confidentiality. During the term of this Agreement and for a period of three (3) years thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of the negotiations for this Agreement or during the Term of this Agreement, subject to the obligations and requirements of Florida public records laws and public meetings law. Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party. Each party shall retain in confidence

and not disclose to any third party any Confidential Information without the other party express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.

10.0.Indemnification.

ATS shall comply with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement and shall comply with the maintenance procedures and manufacturer recommendations for operation of the Axsis™ equipment which affect this Agreement, and shall indemnify and save harmless the Customer against claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the negligence or willful misconduct of ATS, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of Customer.

Indemnification – Negligence. The Vendor agrees to defend, indemnify and hold harmless the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees ("Losses"), sustained by the City or any third party arising out of, or by reason of, or resulting from the Vendor negligent acts, errors, or omissions, except to the extent such Losses arise from the negligence of the City or City employees, officers or agents. In the event that a court of competent jurisdiction determines that the provisions of Sec. 725.06, F.S., and / or Sec. 725.08 , F.S., apply to this Agreement, then , in such event, Vendor shall defend, indemnify and hold harmless City and City officers, employees and agents only to the fullest extent authorized by said cited statutes .

10.1 Indemnification – Infringements. The Vendor shall indemnify City for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. The Vendor will defend and/or settle at its own expense, with legal counsel reasonably acceptable to the City, any action brought against the City to the extent that it is based on a claim that products or services furnished to City by the Vendor pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim. Any infringement or claim that renders any portion of the services to be performed by this agreement to be unusable, or materially affects the Vendor Red Light System as functionally described herein, shall be grounds for a default of this Agreement.

10.2 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification to be provided by the Vendor and agree that in the event that the law is construed to require a specific consideration to be given therefore, the parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Vendor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the Vendor responsibility to indemnify for events occurring during the term of this Agreement for a period of not less than five (5) years after expiration or termination of the Agreement.

10.3In the event that a court of competent jurisdiction or the State of Florida, including any of its agencies, orders or requires the City to return any payments made for infractions of the City Ordinance, Vendor shall, at no additional charge, assist City to perform all relevant portions of any such order, decree, judgment, etc., required to be performed by the City including, but not limited to, assisting the City to locate each violator so that any ordered reimbursement may be made.

10.4 Notice of Claims. If the City or Vendor receives notice of any claim or circumstances which may give rise to an indemnified loss under this Section 10, the receiving party shall give written notice to the other party within ten (10) days of receipt. The notice must include the following:

(a) a description of the indemnification event in reasonable detail,

(b) the basis on which indemnification may be due, and

(c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the ten (10) day period, it does not waive any right to indemnification except to the extent that Vendor is directly prejudiced, suffers loss, or incurs expense because of the delay.

11.0 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Vendor is an independent contractor under this Agreement and not the City employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The Vendor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be

those of Vendor, which policies of Vendor shall not conflict with City, or United States policies, rules or regulations relating to the use of Vendor funds provided for herein. The Vendor agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Vendor and the City and the City will not be liable for any obligation incurred by Vendor, including but not limited to unpaid minimum wages and/or overtime premiums.

12.0Assignments; Amendments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by either party, including without limitations purchases of controlling interest in Vendor or merger, without the prior written consent of the other party.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.0 No Contingent Fees. Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Vendor any fee, Commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or Infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, Commission, percentage, gift or consideration.

13.0 Notices. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended , at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Vendor and the City designate the following as the respective places for giving of notice:

City
Woody Boynton, City Manager
City of Palatka
201 North 2nd Street
Palatka, Florida 32177

Vendor:
American Traffic Solutions, Inc.
7681 East Gray Road
Scottsdale, AZ 85260
Attention: Chief Operating Officer

14.0 Audit Rights. Each of parties hereto shall have the right to audit the books and records of the other party hereto (the "Audited Party") solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours' prior notice to the Audited Party, at mutually convenient times and during the Audited Party normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid any payment by more than ten percent (10%) of the amount actually owing, the cost of such audit shall be borne by the Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, non-Audited Party shall promptly refund to the Audited Party the amount of the excess.

15.0 Dispute Resolution. Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 16.0, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

16.0 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

17.0 Headings. Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Agreement.

18.0 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits shall be treated as part of this Agreement and are incorporated herein by reference.

19.0 Waiver. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

20.0 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

21.0 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law, except that this provision shall not be deemed to deprive any party of any legal remedy, including termination.

22.0 Insurance.

22.1 Throughout the term of this Agreement, the Vendor agrees to maintain in force at their own expense insurance as follows:

22.1.1 Comprehensive General Liability insurance to cover liability for bodily injury and property damage. Exposures to be covered are premises, operations, products\completed operations, and contractual liability. Coverage must be written on an occurrence basis, with the following limits of liability

A.	Bodily Injury/Property Damage		
	1.	Each Occurrence	$1,000,000
	2.	Annual Aggregate	$1,000,000
B.	Personal Injury		
	1.	Annual Aggregate	$1,000,000

22.1.2 Worker Compensation Insurance shall be maintained during the life of this contract to comply with Florida statutory limits for all employees. The following limits must be maintained:

A.	Worker Compensation	Statutory
B.	Employer Liability	$100,000 each accident $500,000 Disease-policy limit $100,000 Disease-employee

If Vendor claims to be exempt from this requirement, Vendor shall provide City proof of such exemption along with a written request for City to exempt Vendor, written on Vendor letterhead.

22.1.3Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

A. Bodily Injury and Property Damage combined single limit

1.	Each Occurrence	$1,000,000
2.	Annual Aggregate	$1,000,000

22.1.4 Professional Liability - $1,000,000.

22.1.5 Vendor shall name the City as an additional insured on each of the policies required herein, with the exception of the Vendor Worker Compensation policy and Professional Liability.

22.1.6 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled or impaired until at least forty five (45) days prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must not be less than "A-VI." Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the Vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect.

22.1.7 Any insurance required of Vendor pursuant to this Agreement must also be required by any sub-contractor of Vendor in the same limits and with all requirements as provided herein, including naming the City as an additional insured, if any work is subcontracted unless such subcontractor is covered by the protection afforded by the Vendor and provided proof of such coverage is provided to City. The Vendor and any sub-contractor of Vendor shall maintain such policies during the term of this Agreement.

23.0 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

24.0 Extent of Agreement. This Agreement represents the entire and integrated agreement between the City and the Vendor and supersedes all prior negotiations, representations or agreements, either written or oral.

25.0 Waiver of Jury Trial . In the event of any litigation between the parties which in any way arises out of this Agreement, the parties hereby agree to waive any right to trial by jury.

26.0 RFP. Vendor agrees to comply with any provisions of the RFP which are not in conflict with this Agreement, and to comply with and honor any written representations, clarifications and exceptions made by Vendor during the RFP process.

27.0 Compliance with Law. Vendor shall comply with all applicable laws in the performance of its services hereunder, and represents that it possesses all required licenses and certifications to perform the services.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF PALATKA, FLORIDA

ATTEST:

_____ BY: _____

CITY CLERK CITY MANAGER

APPROVED AS TO FORM:

_____

CITY ATTORNEY

VENDOR

WITNESSES:

_____ BY:_____
Print Name:
_____ Title:

ATTEST:

_____
SECRETARY

STATE OF _____ :
: ss:
COUNTY OF _____ :

ON THIS ____ day of _____, 2008, before me, the undersigned notary public, personally appeared _____, personally known to me, or who has produced _____ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that he executed the same on behalf of said Corporation and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

EXHIBIT "A"
Designated Intersection

Installation of any approach is subject to engineering and video analysis results.

Additional approaches will be selected based on collision history, input and recommendations from the City Police Department, and an engineering feasibility assessment. Vendor shall apply for a permit within sixty (60) days of the approval of this Agreement by the City Commission.

Vendor will provide the City with video evaluation of candidate sites using the Axsis VIMS system to assist the City Police Department in its recommendations.

The program may be implemented at additional intersections after the conclusion of the Warning Period. The intersections will be designated by the Police Department, which designation will be based upon Police Department staff review and an engineering analysis.

EXHIBIT "B"
Construction and Installation Obligations

Timeframe for Installation: Traffic Safety Camera Program
Vendor will have each specified intersection installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Vendor Traffic Systems and the City Manager.

Vendor will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

Vendor will use reasonable commercial efforts to install and activate all specified intersection within forty-five (45) days subsequent to receipt of all permits required by section 1.4 of this Exhibit B.

1. Vendor Obligations. Vendor shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Vendor sole expense):

    1.1. Appoint the Vendor Project Manager and a project implementation team consisting of between one (1) and four (4) people to assist the Vendor Project Manager;

    1.2. Request current "as-built" electronic engineering drawings for the Designated Intersections (the "Drawings") from the County traffic engineer;

    1.3. Develop and submit to the City for approval construction and installation specifications in reasonable detail for the Designated Intersection, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required; and

    1.4. Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection (collectively, the "Approvals"), which will include compliance with City permit applications.

    1.5. Seek rights from private property owners, as necessary for the placement of System Equipment at designated intersections where Governmental Authorities have jurisdiction over the designated intersection and adjacent rights of right of way, and such governmental Entity denies authority to Vendor for the installation of its equipment.

    1.6. Finalize the acquisition of the Approvals;

    1.7. Submit to the City a public awareness strategy for the City consideration and approval, which strategy shall include media and educational materials for the City approval or amendment according to the ATS proposal (the "Awareness Strategy");

1.8. Develop the Red Light Infraction Criteria in consultation with the City;

1.9. Develop the Enforcement Documentation for approval by the City, consistent with the requirements of the City Ordinance;

1.10. Install warning signs at designated intersections prior to commencement of Warning Period in accord with exhibit E.

1.11. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersections (under the supervision of the City);

1.12. Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersections, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations;

1.13. Install and test the functionality of the Designated Intersections with the Vendor System and establish fully operational Infraction processing capability with the Vendor System;

1.14. Implement the use of the Vendor System at each of the Designated Intersections;

1.15. Deliver the Materials to the City;

1.16. Issue Notices of Infraction, and if the civil penalty is unpaid or the alleged violator requests a hearing, issue Notices of Hearing for Authorized Infractions pursuant to City Ordinance;

1.17. Obtain access to the records data of the Department of Motor Vehicles in Vendor capaCity as needed for the program; and,

1.18. Vendor shall provide training for personnel of the City, including, but not limited to, the persons who City shall appoint as Authorized Employees and other persons involved in the administration of the TSCP, regarding the operation of the Vendor System and the TSCP. This shall include training with respect to the Vendor System and its operations, strategies for presenting Infractions Data in court and judicial proceedings and a review of the Enforcement Documentation;

1.19. Interact with court and judicial personnel, including the City hearing officer to address issues regarding the implementation of the Vendor System, the development of a subpoena processing timeline that will permit the offering of Infractions Data in hearings and judicial proceedings, and coordination between Vendor, the City and the City Hearing officer; and

1.20. Provide reasonable public relations resources and media materials to the City in the event that the City elects to conduct a public launch of the TSCP.

1.21. Notice of Infraction processing and Notice of Infraction re-issuance, as well as notice of hearing.

2. CITY OBLIGATIONS. The City shall do or cause to be done each of the following (in each case, unless otherwise stated below, at City sole expense):

2.1.1. Appoint the Project Manager;

2.1.2. Assist Vendor in obtaining the Drawings from the relevant Governmental Authorities;

2.1.3. Notify Vendor of any specific requirements relating to the construction and installation of any Intersection or the implementation of the TSCP;

2.1.4. Assist Vendor in seeking the Approvals

2.1.5. Provide reasonable access to the City properties and facilities in order to permit Vendor to install and test the functionality of the Designated Intersections and the TSCP;

2.1.6. Provide reasonable access to the personnel of the City and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;

2.1.7. Seek approval or amendment of Awareness Strategy and provide written notice to Vendor with respect to the quantity of media and program materials (the "Materials") that the City will require in order to implement the Awareness Strategy during the period commencing on the date on which Vendor begins the installation of any of the Designated Intersection and ending six (6) months after the Installation Date;

2.1.8. Assist Vendor in developing the Red Light Infraction Criteria; and

2.1.9. Seek approval of the Enforcement Documentation.

2.1.10. The City shall, on a form provided by Vendor, provide verification to the State Department of Motor Vehicles, National Law enforcement Telecommunications System, or appropriate authority indicating that Vendor is acting as an Agent of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. § 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.

2.1.11. If feasible, and only after all necessary approvals have been obtained from utilities and other governmental entities with jurisdiction, City shall allow Vendor to access power from existing power sources at no cost to City and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within the City jurisdiction.

2.1.12. The Police Department shall process each potential violation in accordance with State Laws and/or City Ordinances within seven (7) business days of its appearance in the Police Review Queue, using Axsis™ to determine which violations will be issued as Citations or Notices of Violation or as soon as reasonably practical in the event of technical difficulties, power outages, or other circumstances beyond the City control, or with the consent or approval of Vendor for extension.

2.1.13. City shall provide access to the internet for the purpose of processing violations and adjudications.

2.1.14. Vendor shall, at no additional cost to the City, provide Police Department / Adjudication workstation computer monitors for citation review and approval which should provide a resolution of 1280 x 1024, which shall be returned to Vendor in the event the Agreement is terminated.

2.1.15. For optimal data throughput, Police Department / Adjudication workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater. Vendor will coordinate directly with the City Information Technology (IT) Department on installation and implementation of the computerized aspects of the program.

2.1.16. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by Vendor .

2.1.17. In the event that remote access to the ATS Axsis VPS System is blocked by City network security infrastructure, the City IT Department and the counterparts at ATS shall coordinate to facilitate appropriate communications access while maintaining required security measures.

EXHIBIT "C"

Maintenance

1. All repair and maintenance of Traffic Safety Camera Program systems and related equipment will be the sole responsibility of Vendor, including but not limited to maintaining the casings of the cameras included in the Vendor System and all other Equipment in reasonably clean and graffiti-free condition.

2. Vendor shall not open the Traffic Signal Controller Boxes without a representative of Palm Beach County Traffic Engineering present.

3. The provision of all necessary communication, broadband and telephone services to the Designated Intersections will be the sole responsibility of the Vendor

4. The provision of all necessary electrical services to the Designated Intersections will be the sole responsibility of the Vendor.

5. In the event that images of a quality suitable for the Authorized Employee to identify Infractions cannot be reasonably obtained without the use of flash units, Vendor shall provide and install such flash units.

6. The Vendor Project Manager (or a reasonable alternate) shall be available to the City Project Manager each day.

EXHIBIT "D"
Infraction Processing

1. All Infractions Data shall be stored on the Vendor System;

2. The Vendor System shall process Infractions Data gathered from the Designated Intersection into a format capable of review by the Authorized Employee via the Vendor System;

3. The Vendor shall make the initial determination that the image meets the requirements of the Ordinance and this Agreement, and is otherwise sufficient to enable the City to meets its burden of demonstrating a violation of the Ordinance. If the Vendor determines that the standards are not met, the image shall not be processed any further.

4. The Vendor System shall be accessible by the Authorized Employee through a virtual private network in encrypted format by use of a confidential password on any computer equipped with a high-speed internet connection and a web browser;

5. Vendor shall provide storage capabilities for the City to store infractions identified for prosecution for a period of time of not less than four (4) years after final disposition of a case.

6. Vendor shall provide the Authorized Employee with access to the Vendor System for the purposes of reviewing the pre-processed Infractions Data within seven (7) days of the gathering of the Infraction Data from the applicable Designated Intersections.

7. The City shall cause the Authorized Employee to review the Infractions Data and to determine whether a Notice of Infraction shall be issued with respect to each Potential Infraction captured within such Infraction Data, and transmit each such determination to Vendor using the software or other applications or procedures provided by Vendor on the Vendor System for such purpose. VENDOR HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A NOTICE OF INFRACTION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE SOLE DISCRETION (A "NOTICE OF INFRACTION DECISION"), AND IN NO EVENT SHALL VENDOR HAVE THE ABILITY OR AUTHORIZATION TO MAKE A NOTICE OF INFRACTION DECISION;

8. With respect to each Authorized Infraction, Vendor shall print and mail a Notice of Infraction within seven (7) days after Vendor receipt of such authorization from the City Authorized Employee; provided, however, during the Warning Period, warning Infraction notices shall be issued in respect of all Authorized Infractions;

9. Vendor shall provide a toll-free telephone number, at its sole expense, for the purposes of answering citizen inquiries.

10. Vendor shall permit the Authorized Employee to generate monthly reports using the Vendor Standard Report System.

11. Upon Vendor receipt of a written request from the City and in addition to the Standard Reports, Vendor shall provide, without cost to the City, reports regarding the processing and issuance of Notices of Infraction, the maintenance and downtime records of the Designated Intersections and the functionality of the Vendor System with respect thereto to the City in such format and for such periods as the City may reasonably request, without cost to the City;

12. Upon Vendor receipt of a written request from the City at least fourteen (14) calendar days in advance of a hearing, Vendor shall provide expert witnesses for use by the City in prosecuting Infractions, before the City hearing officer, at no cost to the City;

13. Vendor shall provide such training to City personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the City with respect to the Red Light Enforcement Program. However, if a specific case requires testimony on the technical aspects of the equipment, upon City request Vendor shall provide the City with an expert in the hearing in that case at no cost to the City.

14. During the Warning Period, Vendor shall implement a public relations program, in coordination with the City and upon City approval, at no cost to the City in accordance with the elements included in Vendor proposal dated November 13, 2007.

15. Notice of Infraction Form. Vendor shall prepare and provide to City a Notice of Infraction Form that provides, at a minimum, the following information:

    a. name and address of the owner of the vehicle involved in the infraction;

    b. the registration number of the vehicle involved in the infraction;

    c. a citation to the City Ordinance violated;

    d. the location of the intersection where the infraction occurred;

    e. the date and time of the infraction;

    f. a copy of the recorded image of the infraction;

    g. the amount of fee and charges imposed and the date by which the fee and charges must be paid or appealed;

    h. instructions on all methods of payment for the fee;

    i. a clear statement of the time limit to file an appeal and describing the procedure for appealing the infraction;

    j. a statement that the City traffic infraction officer has reviewed and observed the recorded images evidencing the violation of the Ordinance and has found reasonable and probable grounds to believe that an infraction has occurred and can identify the license tag number of the violating vehicle; and,

k. a conspicuous statement, printed on larger font than the remaining statements on the Notice of Infraction, and bolded, stating that if the owner of the vehicle fails to pay the civil fee within the time allotted, or fails to timely appeal the infraction, the owner shall be deemed to have waived his or her right to contest the infraction, and has admitted to the infraction reflected in the Notice of Infraction.

16. Vendor agrees that the City shall have the right to review and approve the form Notice of Infraction prior to its use, and that in the event City determines additional information should be included in the Notice of Infraction, Vendor shall modify the Notice of Infraction form, at its sole expense, to comply with those requirements.

17. For any City using ATS lockbox or epayment services, Vendor will establish a demand deposit account bearing the title, "American Traffic Solutions, Inc. as agent for Customer" at U.S. Bank. All funds collected on behalf of the Customer will be deposited in this account and transferred by wire the first business day of each week to the Customer primary deposit bank. The Customer will identify the account to receive funds wired from U.S. Bank. If desired, Customer will sign a W-9 and blocked account agreement, to be completed by the Customer, to ensure the Customer financial interest in said U.S. Bank account is preserved.

18. Vendor is authorized to charge, collect and retain a convenience fee of $4.00 each for electronic payments processed. Such fee is paid for by the violator.

Exhibit "E"

Additional Rights and Obligations

Vendor and the City shall respectively have the additional rights and obligations set forth below:

1. Vendor shall assist the City in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the TSCP, as offered in the Vendor proposal.

2. Vendor shall be solely responsible for installing such Signage as required by City Ordinance. The Vendor shall be solely responsible for the fabrication of any signage, notices, or other postings required pursuant to any law, rule, or regulation of any Governmental Authority ("Signage"), including, but not limited to, the City and County Ordinances, State Statutes, and Florida Department of Transportation (FDOT) Regulations and shall assist in determining the placement of such Signage. Vendor shall be responsible for obtaining all necessary approvals from Governmental Authorities.

3. The Vendor Project Manager and the Project Manager shall meet on a weekly basis during the period commencing as of the date of execution hereof and ending on the termination of the Warning Period Date, and on a monthly basis for the remainder of the Term, at such times and places as the Vendor Project Manager and the City Project Manager shall mutually agree.

4. The City shall not access the Vendor System or use the TSCP Program in any manner other than **prescribed** by law and which restricts or inhibits any other Person from using the Vendor System or the Vendor Photo Enforcement Program with respect to any Intersection constructed or maintained by Vendor for such Person, or which could damage, disable, impair or overburden the Vendor System or the Vendor Photo Enforcement Program, and the City shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Vendor System, or (iii) any materials or information not intentionally made available by Vendor to the City by means of hacking, password mining or any other method whatsoever, nor shall the City cause any other Person to do any of the foregoing.

5. The City shall maintain the confidentiality of any username, password or other process or device for accessing the Vendor System or using the TSCP.

6. Each of Vendor and the City shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other party, including but not limited to rules and regulations relating to the safeguarding of confidential or proprietary information, and when so advised, each of Vendor and the City shall reasonably follow any and all such rules and regulations.

7. The City shall promptly reimburse Vendor for the cost of repairing or replacing any portion of the Vendor System, or any property or equipment related thereto, damaged solely and

directly by the City, or any of its employees, contractors or agents. In all other instances, such costs shall be solely the Vendor costs.

EXHIBIT "F"
COMPENSATION & PRICING

Per Paid Fee
There will be no charge to City during the Warning Period, and Vendor shall not receive any compensation for any notices sent during the Warning Period.

At the conclusion of the Warning Period, and once Notices of Infractions are issued, Vendor shall be compensated as follows:

Per Camera Paid Notices

1st Tier Fee:	First paid notice per day, per camera	$125.00 ea.
2nd Tier Fee:	Next two paid notices per day, per camera	$ 25.00 ea.
3rd Tier Fee	All other paid notices in a month, per camera	$ 10.00 ea.

If

Vendor shall have the right of first refusal to provide collections services for this program, the collection methods and compensation for which shall be determined by the parties in an addendum to this Agreement.

Agenda Item 5

Attachment B-1

ATTACHMENT B-1

LAKELAND

ORDINANCE NO. _____

PROPOSED ORDINANCE NO. 08-112

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKELAND, FLORIDA RELATING TO TRAFFIC ENFORCEMENT; ADOPTING FINDINGS; PROVIDING DEFINITIONS; PROVIDING FOR THE USE OF UNMANNED AUTOMATED CAMERAS TO DETECT RED LIGHT INFRACTIONS; PROVIDING AN ENFORCEMENT PROCEDURE AND PENALTIES; PROVIDING FOR APPEALS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lakeland is a growing metropolitan area with high traffic volumes; and

WHEREAS, the failure of motorists within the City of Lakeland to obey traffic control signals is a growing problem, carrying potentially tragic consequences; and

WHEREAS, given current manpower levels, it is not feasible to deploy a sufficient number of law enforcement personnel at the various intersections throughout the City in order to significantly decrease the number of red light infractions that are occurring; and

WHEREAS, automated unmanned camera technology currently exists that is capable of reliably and effectively recording red light infractions without the necessity of a law enforcement officer being present at the monitored intersection; and

WHEREAS, the State of Florida currently uses similar technology to enforce laws regarding the payment of tolls on State roads; and

WHEREAS, the City Commission finds and determines that the establishment of a local enforcement process utilizing automated unmanned cameras to detect and penalize red light infractions is in the best interests of the citizens of the City of Lakeland and the traveling public and will promote the public health, safety and welfare;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKELAND, FLORIDA:

SECTION 1. ADOPTION OF FINDINGS. The foregoing findings are true and correct and are made a part hereof and incorporated herein by reference.

SECTION 2. AMENDMENT OF CITY CODE. Article III of Chapter 98 of the Code of the City of Lakeland, Florida is hereby created to provide as follows:

ARTICLE III. RED LIGHT INFRACTIONS

Sec. 98-90. Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

Authorized Emergency Vehicles shall mean ambulances and vehicles operated by the fire department, law enforcement agencies or other public agencies when responding to an emergency.

Hearing Officer shall mean a City code enforcement hearing officer.

Infraction Review Officer shall mean a City law enforcement officer assigned the duty to review recorded images generated by traffic control signal monitoring devices in order to determine whether or not to issue notices of violation pursuant to this Article.

Intersection shall mean the area embraced within the prolongation or connection of the lateral curblines, or, if none, then the lateral boundary lines of the roadways of two highways which join one another at, or approximately at,

right angles; or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict.

Motor vehicle shall mean any self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, motorized scooter, electric personal assisted mobility device, moped or authorized emergency vehicles.

Owner shall mean the person or entity identified by the Florida Department of Highway Safety and Motor Vehicles, or other state's vehicle registration office, as the registered owner of a vehicle, or the lessee of a vehicle under a lease with a six (6) month or longer term.

Recorded Images shall mean photographic, electronic or digital still images, video, or any combination of the foregoing, recorded by a traffic control signal monitoring device and establishing a time sequence of a motor vehicle entering an intersection, with at least one (1) of the images showing the license plate number of the motor vehicle.

Traffic Control Signal shall mean a device exhibiting different colored lights or colored lighted arrows, successively, one at a time or in combination, using only the colors green, yellow, and red, by which traffic is directed to stop and permitted to proceed.

Traffic Control Signal Monitoring Device shall mean a device capable of recording, through the use of an unmanned automatic camera system, a motor vehicle traveling through an intersection in violation of a traffic control signal's steady red light indication.

Sec. 98-91. Adherence to Red Light Traffic Control Signals.

Any motor vehicle that approaches an intersection at which a steady red traffic control signal is displayed shall stop before entering the crosswalk on the near side of an intersection or, if none, then before entering the intersection, and shall remain stationary until a green indication is shown on the traffic control signal. When permitted by law, motor vehicles may make right or left turns in accordance with such law.

Sec. 98-92. Violation.

The failure to adhere to a red light traffic control signal as provided in Section 98-91 shall constitute a violation of this Article. Unless a stolen vehicle report is filed with the appropriate law enforcement agency, it is presumed that the person registered with the Florida Department of Highway Safety and Motor Vehicles, or another state's vehicle registration office, is responsible for operation of the motor vehicle at the time of the red light infraction.

Sec. 98-93. Enforcement.

The owner of any motor vehicle that commits a violation of this Article shall be issued a notice of violation after review by an infraction review officer confirms that a violation of this Article has occurred and that the proper identity of the motor vehicle owner has been ascertained. Once a violation has been confirmed, a notice of violation shall be sent by first class U.S. mail to the owner of the motor vehicle no later than ten (10) days after the date of the violation at the address on record with the Florida Department of Highway Safety and Motor Vehicles or any other state's vehicle registration office, as applicable. The notice of violation shall include, at a minimum:

(a) The name and address of the registered owner of the vehicle;

(b) The license plate number and registration number of the motor vehicle;

(c) The make, model and year of the motor vehicle;

(d) The number of the code section violated;

(e) The location of the infraction;

(f) The date and time of the infraction;

(g) Recorded images depicting the infraction;

(h) The civil fine and date by which it must be paid;

(i) The procedures for payment of the civil fine and contesting the notice of violation; and

(j) A statement warning that failure to pay the civil fine or to contest liability in a timely manner will be considered an admission of liability.

Sec. 98-94. Owner Responsibilities.

(a) A motor vehicle owner who receives a notice of violation shall, within thirty (30) days of the date of the notice of violation either:

1. Pay the assessed civil fine as instructed on the notice; or

2. Contest the notice of violation by filing a notice of appeal under Section 98-95.

(b) Any owner who neither pays the assessed civil fine nor contests the notice of violation as provided herein within thirty (30) days from the date of the notice of violation admits liability and waives the right to contest the notice of violation.

Sec. 98-95. Appeal to Hearing Officer.

(a) The owner of a motor vehicle who wishes to contest a notice of violation must file a timely written notice of appeal with the City Clerk pursuant to the procedures specified in the notice of violation.

(b) The notice of appeal must set forth the grounds upon which the motor vehicle owner is contesting the notice of violation. Permissible grounds for an appeal are:

1. At the time of the infraction, the motor vehicle was being operated without the consent of the motor vehicle owner. This exception shall apply only if the owner submits, at or before the hearing, an affidavit setting forth that the operator of the motor vehicle was operating the vehicle without the consent of the owner and either specifying the full name and physical address of the operator of the vehicle and how the operator came into possession of the vehicle, or attaching to the affidavit a stolen vehicle report that has been filed with the appropriate law enforcement agency. The affidavit must specify that it is being signed under penalties of perjury;

2. The operator of the motor vehicle has been issued a uniform traffic citation by a law enforcement officer for the same violation;

3. The operator of the motor vehicle violated the steady red traffic control signal in order to comply with other governing laws;

4. The operator of the motor vehicle violated the steady red traffic control signal in order to reasonably protect person or property;

5. The traffic control signal was inoperable or malfunctioning; or

6. Any other good cause the hearing officer deems sufficient.

(c) A hearing before a hearing officer shall be scheduled and held no later than sixty (60) days following the City's receipt of a notice of appeal. Notice of the hearing shall be sent to the owner no less than ten (10) days before the hearing by certified U.S. mail at the same address to which the notice of violation was sent unless the owner has provided the City with written notice of a different address.

(d) All testimony before the hearing officer shall be under oath and shall be recorded. Hearings shall be conducted on a de novo basis. The hearing officer shall take testimony and evidence from the infraction review officer and the alleged violator or the alleged violator's duly authorized representative. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. Recorded images of the red light infraction verified by the infraction review officer shall be admissible and shall create a rebuttable presumption of the existence of a violation.

(e) At the conclusion of the hearing, the hearing officer shall issue a written order either granting or denying the appeal. The hearing officer shall grant the appeal if any of the permissible grounds of appeal specified in subsection (b) are found to exist. If the appeal is denied, the hearing officer may assess the owner the administrative costs incurred by the City to conduct the appeal and the owner shall pay the applicable civil fine and any assessed costs within thirty (30) days of the date of the written order.

(f) The written decision of the hearing officer shall constitute final agency action for the purpose of any further appeals.

Sec. 98-96. Penalties.

(a) A violation of this Article is a civil, noncriminal infraction. A civil fine in the amount of $125.00 shall be assessed for the first two (2) violations of this Article and a civil fine in the amount of $250.00 shall be assessed for the third and any subsequent violations by the owner within any five (5) year period.

(b) Any motor vehicle owner who fails to pay the civil penalty or to appeal within thirty (30) days of the notice of violation, or any motor vehicle owner who is unsuccessful on appeal and fails to pay the assessed fine and any applicable costs when due, shall be denied the right to obtain and maintain any City permits or licenses, including, but not limited to, occupational licenses (business tax receipts) and building permits, and shall be denied the right to utilize municipal facilities, until the civil fine and any applicable costs are paid in full.

(c) In addition to any other penalties provided in this Section, upon the failure of a motor vehicle owner to pay a civil fine and any applicable costs when due, the City shall prepare an order imposing the civil fine and costs against the motor vehicle owner and may record a certified copy of the order in the Public Records of Polk County, Florida or any other county where the motor vehicle owner may own property. Upon recording, the order shall constitute a lien against all real and personal property of the owner in the county where recorded. Upon petition to the circuit court in the appropriate jurisdiction, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes.

After 3 months from the filing of any such lien which remains unpaid, the City's attorneys may foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property which is a homestead under s. 4, Art. X of the State Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under s. 4(a), Art. X of the State Constitution.

(d) Nothing in this Article shall be construed to prevent the collection of any civil fines or costs due hereunder by any other legal or equitable means available to the City.

SECTION 3. If any word, sentence, clause, phrase, or provision of this ordinance, for any reason, is held to be unconstitutional, void, or invalid, the validity of the remainder of this ordinance shall not be affected thereby.

SECTION 4. This Ordinance shall become effective immediately upon its passage.

PASSED AND CERTIFIED AS TO PASSAGE this 3rd day of November, A.D. 2008.

_____
RALPH L. FLETCHER, MAYOR

ATTEST: _____
KELLY S. KOOS, CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS: _____
TIMOTHY J. MCCAUSLAND
CITY ATTORNEY

CITY COMMISSION MEETING AGENDA

October 20, 2008
City Hall - Commission Chamber
228 S. Massachusetts Avenue

Regular City Commission meetings are cablecast live throughout Polk County on Bright House Channel 615 or Comcast Channel 33. City Commission meetings are also webcast live on www.lakelandgov.net. Please visit www.lakelandgov.net for a complete list of all meetings available on the Lakeland Government Network. For more information, contact Mike Mustard, CableCast Producer at 863/834-5013.

Consent Agenda: All items listed with an asterisk **(*)** are considered routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a City Commissioner or Citizen so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence.

CALL TO ORDER - 9:00 A.M.
INVOCATION - Pastor Ron Stewart – Abundant Life Church of God
SALUTE TO THE FLAG

PRESENTATIONS - Department of Information Technology – IT Planning (Terry Brigman)

PROCLAMATIONS - National Save For Retirement Week

		ACTION TAKEN
	APPROVAL OF MINUTES (with any amendments)	
*	City Commission 10/03/08 – 10/06/08	Approved 5-0
*	Utility Committee 10/06/08	Approved 5-0
	Land Acquisition and Disposition Committee 10/17/08	Approved 4-1
	APPROVAL OF CONSENT AGENDA	Approved 5-0
I.	**REQUESTS TO APPEAR FROM THE GENERAL PUBLIC**	
	~~A. John Anthony on behalf of Marcus Williams~~	Removed
II.	**PUBLIC HEARINGS**	
	A. Ordinances (Second Reading)	
	1. Proposed 08-063; Amendment to Police Officers' Defined Benefit Retirement Fund (1st Rdg 8/4/08, Contd 8/18/08, 9/2/08, 9/15/08, & 10/6/08)	Continued to 11/17/08
	2. Proposed 08-095; Creating A Section of the Lakeland City Code Related to Truancy (1ST Rdg 10/6/08)	Approved 5-0 Ord. 5026
	3. Proposed 08-096; Conditional Use for a Bank in an Existing Building Located at 1817 Crystal Lake Drive and Additional Off-Street Parking Located at 1416 Meadowbrook Avenue (1ST Rdg 10/6/08)	Approved 5-0 Ord. 5027
	4. Proposed 08-097; Conditional Use for Off-Street Parking on .46 Acres at 211 and 219 West Lane to Serve Adjacent Office Building and Restaurant; Repealing Ordinance 4420 (1ST Rdg 10/6/08)	Approved 5-0 Ord. 5028
	5. Proposed 08-098; Conditional Use for a Driveway and Parking on .08 Acres Located at 1602 South Florida Avenue (1ST Rdg 10/6/08)	Approved 4-1 Ord. 5029
	6. Proposed 08-099; Change in Zoning on .12 Acres Located at 1602 South Florida Avenue (1ST Rdg 10/6/08)	Approved 4-1 Ord. 5030
	7. Proposed 08-100; Establishing PUD Zoning for an Office/Light Industrial Park on 48.6 Acres Located West of Kathleen Road, Approximately 400 Feet South of Sleepy Hill Road (1ST Rdg 10/6/08)	Continued to 12/15/08

8. Proposed 08-101; Amending Ordinance 4592, As Amended; Modifying Dixieland Special Public Interest Zoning District Overlay to Allow Residential Uses Above the First Floor in O-1 and C-2 (1ST Rdg 10/6/08)	Approved 5-0 Ord. 5031
9. Proposed 08-102; Small Scale Amendment #SS-08-019 to Future Land Use Map on an Existing Cold Storage Distribution Warehouse Located at 2505 Knights Station Road (1ST Rdg 10/6/08)	Approved 5-0 Ord. 5032
10. Proposed 08-103; Change in Zoning on an Existing Cold Storage Distribution Warehouse Located at 2505 Knights Station Road (1ST Rdg 10/6/08)	Approved 5-0 Ord. 5033
11. Proposed 08-104; Small Scale Amendment #SS-08-020 to Future Land Use Map on 4.54 Acres Located North of Interstate 4, East of North Road 98, South of Crevasse Street (1ST Rdg 10/6/08)	Approved 5-0 Ord. 5040
12. Proposed 08-105; Change in Zoning on 4.54 Acres Located North of Interstate 4, East of North Road 98, South of Crevasse Street (1ST Rdg 10/6/08)	Approved 5-0 Ord. 5034
13. Proposed 08-106; Amending Ordinance 3765, As Amended; To Add and Conform Existing Designations on 4.54 Acres Located North of Interstate 4, East of North Road 98, South of Crevasse Street (1ST Rdg 10/6/08)	Approved 5-0 Ord. 5035
14. Proposed 08-107; Small Scale Amendment #SS-08-021 to Future Land Use Map on 1.07 Acres Located North of Interstate 4, East of North Road 98, South of Crevasse Street (1ST Rdg 10/6/08)	Approved 4-0 Ord. 5036
15. Proposed 08-108; Change in Zoning on 1.07 Acres Located North of Interstate 4, East of North Road 98, South of Crevasse Street (1ST Rdg 10/6/08)	Approved 4-0 Ord. 5037
16. Proposed 08-109; Amending Ordinance 3765, As Amended; To Add 1.07 Acres Located North of Interstate 4 East of North Road 98, South of Crevasse Street (1ST Rdg 10/6/08)	Approved 4-0 Ord. 5038
B. Ordinances (Emergency Adoption)	
1. Proposed 08-110; Providing Procedure for Election of Members to the City of Lakeland Employees' Pension Board of Trustees	Tabled 5-0
2. Proposed 08-111; Amending Article II, Section 23.1 of the Lakeland City Code; Increasing Employee Pension Contribution	Approved 5-0 Ord. 5039
C. Resolutions	
1. Proposed 08-060; Amending Resolution 4623; Providing for a Change to the Amended and Restated Development Order for Oakbridge Development of Regional Impact	Approved 5-0 Reso. 4721
III. EQUALIZATION HEARINGS – 9:30 AM	
IV. COMMUNITY REDEVELOPMENT AGENCY	
V. CITY MANAGER	
A. Recommendation re: Lobbying Efforts / Florida Strategic Group, LLC	Approved 5-0
VI. CITY ATTORNEY	
A. Ordinances (First Reading)	
1. Proposed 08-112; Red Light Camera Enforcement	No Action

	B. Resolutions	
	1. Proposed 08-061; Authorizing City Manager to Enter into a Maintenance Agreement with FDOT for Various Locations	Approved 5-0 Reso. 4722
	2. Proposed 08-062; Fourth Amendment to a Joint Project Agreement with FDOT for Post-Design Engineering Services for Lakeland In-Town By-Pass Phase II	Approved 5-0 Reso. 4723
	C. Miscellaneous Reports and Communications	
	1. Memo re: Task Authorization with Dyer, Riddle, Mills & Precourt, Inc. for Additional Post-Design Services for the Lakeland In-Town By-Pass Phase II	Approved 5-0
*	2. Memo re: Waiver of 5:01 p.m. Hearing	Approved 5-0
*	3. Memo re: Contract Between Lakeland Police Department and Drug Prevention Resource Center	Approved 5-0
*	4. Memo re: Maintenance and Services Agreement with Verizon for Phone System Support	Approved 5-0
	5. Memo re: Purchase Agreement for Property – Lake Gibson Southwest Basin Retrofit Project	Approved 4-1
	VII. FINANCE DIRECTOR	
*	A. Appropriation and Increase in Estimated Revenue – Various Funds for FY 2008	Approved 5-0
	VIII. AUDIENCE	
	IX. MAYOR AND MEMBERS OF THE CITY COMMISSION	
	X. UTILITY - CONSIDERED AFTER 1PM UTILITY COMMITTEE MEETING	
	XI. CALL FOR ADJOURNMENT	11:11am

Reminder:

10/17 8:30 AM-Agenda Study (CC Conf Rm)
9:30 AM-Land Acquisition & Disposition Committee (CC Conf Rm)

10/20 9:00 AM-City Commission Meeting (CC Chamber)
1:00 PM-Utility Committee (CC Chamber)

LAKELAND CITY COMMISSION
Regular Session
October 20, 2008

The Lakeland City Commission met in Regular Session in the City Commission Chambers. Commissioners Justin Troller, Jim Verplanck, Gow Fields, Edie Yates, and Mayor Pro Tem Glenn Higgins were present. Commissioner Howard Wiggs was ill and Mayor Fletcher was out of town. Deputy City Manager Tony Delgado, City Attorney Tim McCausland, Assistant Finance Director Mike Brossart, and City Clerk Kelly Koos were present.

CALL TO ORDER – 9 a.m.

INVOCATION

Pastor Ron Stewart of Abundant Life Church of God offered the invocation followed by the salute to the flag.

PRESENTATIONS

Department of Information Technology – IT Planning (Terry Brigman)

PROCLAMATIONS

National Save For Retirement Week

Veterans of War VFW - Voice of Democracy Scholarship Award Week

APPROVAL OF MINUTES (with any amendments)

* **City Commission 10/03/08 – 10/06/08**

Action: The Commission approved this item on the Consent Agenda.

* **Utility Committee 10/06/08**

Action: The Commission approved this item on the Consent Agenda.

Land Acquisition and Disposition Committee 10/17/08

The Land Acquisition & Disposition Committee met in the Commission conference room. Commissioner Troller & Mayor Fletcher (members) and Commissioner Higgins (chair) were present. Commissioners Edie Yates, Howard Wiggs, Gow Fields, and Jim Verplanck were present. Deputy City Manager Tony Delgado, City Attorney Tim McCausland, Assistant City Manager Stanley Hawthorne, and Deputy City Clerk Deborah Cason were present.

LAKELAND CITY COMMISSION
Agenda Study Session
October 17, 2008

The City Commission met for the Agenda Study Session in the Commission conference room. Commissioners Edie Yates, Howard Wiggs, Gow Fields, Justin Troller, Jim Verplanck, Glenn Higgins, and Mayor Fletcher were present. Deputy City Manager Tony Delgado, Community Development Director Jim Studiale, Assistant Finance Director Mike Brossart, City Attorney Tim McCausland, Assistant City Manager Stanley Hawthorne, and Deputy City Clerk Deborah Cason were present.

Mayor Fletcher called the meeting to order at 8:32 a.m.

Tony made opening comments noting that Doug Thomas was absent and hoped to return on Monday.

Under Requests to Appear From The General Public - John Anthony would come to next agenda study instead of appearing at the meeting on Monday.

Tim McCausland covered ordinances for second reading.

Roger Mallory, legal counsel for the police department, made a presentation pertaining to 08-095, Proposed Truancy ordinance. He introduced D Broadhead.

In the past the city had followed the Polk County ordinance and 100% of the fines were paid to Polk County. Florida Statute says a child may be taken into custody by law enforcement and delivered to the appropriate school site.

The penalty amount was up for discussion. The county charges $50.00. Commissioner Fields suggested the fine be $100.00. (whether it was a repeat offense or not). The consensus was to set the fine at $100.00 per offense.

Tim covered the remainder of the ordinances for second reading, the ordinances for emergency adoption, and the resolutions for public hearing.

Tony covered city manager agenda and offered the following verbals:

1. The pension/retirement task force had been established and had met for the first time.

2. Airport had continuing contracts for engineering services; an annual task authorization was being executed with AmHerst.

Tim covered the ordinance for first reading.

Palmer Davis explained proposed ordinance 08-112, pertaining to Red Light Camera Enforcement. A police officer would review the data to determine if a citation would be

sent out. American Traffic Solutions (ATS) was the company chosen. They would come and present educational materials to the commission as well as help educate the public.

Tim covered the City Attorney agenda.

Mike Brossart covered Finance Director's agenda.

The meeting adjourned at 9:39 a.m.

Agenda Item 5

Attachment B-2

ATTACHMENT B-2

City of Palm Coast, Florida

ARTICLE V. TRAFFIC LIGHT SAFETY*

***Editor's note:** Ord. No. 06-24, §§ 1--15, adopted Dec. 19, 2006, amended the Code by adding provisions that were not specifically amendatory. At the editor's discretion, said provisions were included herein as §§ 44-201--44-215.

Sec. 44-201. Purpose.
The purpose of this article is to authorize the use of an unmanned cameras/monitoring system to promote compliance with red light signal directives as set forth in this article, and to adopt a civil enforcement system for red light signal violations. This article will supplement law enforcement personnel in the enforcement of red light signal violations and shall not prohibit Law Enforcement Officers from issuing a citation for a red light signal violation in accordance with normal statutory traffic enforcement techniques.
(Ord. No. 06-24, § 1, 12-19-06)

Sec. 44-202. Use of image capture technologies.
The City shall utilize image capture technologies as a supplemental means of monitoring compliance with the State laws related to traffic control signals, while assisting law enforcement personnel in the enforcement of such laws, which are designed to protect and improve public health, safety and welfare. This section shall not supersede, infringe, curtail or impinge upon State laws related to red light signal violations or conflict with such laws. The City shall utilize image capture technologies as an ancillary deterrent to traffic control and traffic signal violations and to thereby reduce accidents and injuries associated with such violations. Notices of infractions issued pursuant to this article shall be addressed using the City's code enforcement process and not uniform traffic citations or County Courts.
(Ord. No. 06-24, § 2, 12-19-06)

Sec. 44-203. 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:]
Hearing officer means a person whom the City Council authorizes to conduct appeals or other administrative hearings. Hearing officers must be members of The Florida Bar in good standing and have adequate experience or knowledge in the area of the matters over which they will preside and make recommendations, determinations, decisions, or findings of facts and conclusions of law, or any combination thereof. Hearing officers

shall be selected through the request for proposal process in a manner authorized by the City Attorney consistent with the City's purchasing procedures.
Intersection means the area embraced within the prolongation or connection of the lateral curb line; or, if none, then the lateral boundary lines, of the roadways of two roads which join or intersect one another at, or approximately at, right angles; or the area within which vehicles traveling upon different roads joining at any other angle may come in conflict.
Motor vehicle means the meaning set forth in the definition in Section 316.003(21), Florida Statutes, or its successor provision.
Notice of infraction means a citation issued for a red zone infraction.
Owner means the person or entity identified by the Florida Department of Highway Safety and Motor Vehicles, or other State Vehicle Registration Office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a lease of six months or more.
Recorded images means images recorded by a traffic control signal monitoring system/device:
(1) On:
Two or more photographs, or
Two or more electronic images; or
Two or more digital images, or
Digital or video movies; or
Any other medium that can display a violation; and
(2) Showing the rear of a motor vehicle and on at least one image, clearly identifying the license plate number of the vehicle.
Red zone infraction means a traffic offense whereby a traffic control signal monitoring system established that a motor vehicle entered an intersection controlled by a duly erected traffic control device at a time when the traffic control signal for such motor vehicle's direction of travel was emitting a steady red signal.
Traffic control signal means a device exhibiting different colored lights or colored lighted arrows, successively, one at a time, or in combination, using only the colors green, yellow, and red which indicate and apply to drivers of motor vehicles as provided in Section 316.075, Florida Statutes.
Traffic control signal monitoring system/device means an electronic system consisting of one or more vehicle sensors, working in conjunction with a traffic control signal, still cameras and video recording device, to capture and produce recorded images of motor vehicles entering an intersection against a steady red light signal indication.
(Ord. No. 06-24, § 3, 12-19-06)

Sec. 44-204. Adherence to red light traffic control signals.
A motor vehicle traffic facing a traffic control signal's steady red light indication shall stop before entering the crosswalk on the near side of an intersection or, if none, then before entering the intersection and shall remain standing until a green indication is shown on the traffic control signal; provided, however, the driver of a motor vehicle which is stopped at a clearly marked stop line, or if none, at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersection roadway before entering the intersection in obedience of a steady red traffic

control signal, may make a right turn (unless such turn is otherwise prohibited by posted sign or other traffic control device), but shall yield right-of-way to pedestrians and other traffic proceeding as directed by the traffic control signal at the intersection.
(Ord. No. 06-24, § 4, 12-19-06)

Sec. 44-205. Violation.
A violation of this article (red zone infraction) shall occur when a vehicle does not comply with the requirements of section 44-204. Violations shall be enforced pursuant to section 44-207 herein.
(Ord. No. 06-24, § 5, 12-19-06)

Sec. 44-206. Notice; introductory period.
Until such time as the City Council adopts a resolution advising the City Manager to commence enforcement of this article subsequent to the installation of traffic control signal monitoring system(s)/device(s), unless the driver of a motor vehicle received a citation from a Law Enforcement Officer at the time of a red zone infraction in accordance with normal traffic enforcement techniques, the owner shall receive a courtesy notice of the violation. Commencing on the date set forth in the resolution the City Manager shall commence enforcement of this article and owners shall be subject to enforcement as provided in section 44-207.
(Ord. No. 06-24, § 6, 12-19-06)

Sec. 44-207. Review of recorded images.
(a) The owner observed by recorded images committing a red zone infraction, shall be issued a notice of infraction. The recorded image shall be sufficient grounds to issue a notice of infraction.
(b) The City shall designate a person or persons, who shall meet the qualifications set forth in Section 316.640(5)(a), Florida Statutes, or any other relevant statute, as a Traffic Control Infraction Review Officer. The Traffic Control Infraction Review Officer shall review recorded images prior to the issuance of a notice of infraction to ensure accuracy and the integrity of the recorded images. The Traffic Control Infraction Officer shall also verify that the traffic control monitoring system/devices that captured the recorded images was functioning properly at the time the recorded images were captured. Once the Traffic Control Infraction Review Officer has verified the accuracy of the recorded images and functionality of the traffic control monitoring system/devices, he or she shall complete a report, and a notice of violation/infraction shall be sent to the owner at the address on record with the Florida Department of Highway Safety and Motor Vehicles or any other State Vehicle Registration Office.
(Ord. No. 06-24, § 7, 12-19-06)

Sec. 44-208. Notice of violation/infraction.
(a) The notice of violation/infraction shall include at a minimum.
(1) The name and address of the owner;
(2) The license plate number and registration number of the motor vehicle;
(3) The make, model, and year of the motor vehicle;
(4) Notice that the violation charged is pursuant to this article;

(5) The location of the intersection where the violation occurred;
(6) The date and time of the red zone infraction;
(7) Notice that the recorded images relating to the vehicle and a statement that the recorded images are evidence of a red zone infraction;
(8) The civil penalty imposed;
(9) Images depicting violation;
(10) The procedures for payment of the civil penalty and contesting the notice of infraction;
(11) A signed statement by the Traffic Control Infraction Officer that, based on inspection of recorded images, the vehicle was involved in a red zone infraction;
(12) Information advising the person alleged to be liable under this section, the manner and time in which liability as alleged in the notice of infraction may be appealed and warning that failure to pay the civil penalty or to contest liability in a timely manner is an admission of liability.
(b) The City Manager shall have authority to promulgate the form described herein.
(Ord. No. 06-24, § 8, 12-19-06)

Sec. 44-209. Owner responsibilities.
(a) An owner receiving a notice of infraction may, within 21 days of the date of the date of the notice of infraction:
(1) Pay the assessed civil penalty pursuant to instructions on the notice of infraction; or
(2) Request an appeal pursuant to section 44-210.
(b) The failure to comply with the provisions of this section within 21 days from the date of the notice of infraction shall constitute a waiver of the right to contest the notice of infraction and will be considered an admission of liability.
(Ord. No. 06-24, § 9, 12-19-06)

Sec. 44-210. Appeal to Hearing Officer.
(a) The City's Hearing Officer shall consider appeals under this within 21 days of the date of the notice of infraction. The owner may file an appeal with the City pursuant to the directions in the notice of infraction. A hearing on the appeal shall be scheduled for all appeals.
(b) Upon receipt of the appeal, the City shall schedule a hearing before the Hearing Officer to occur not later than 60 days after City's receipt of the appeal request. A notice of hearing shall be provided to the owner no less than ten days prior to the hearing, and shall be delivered via certified U.S. mail to the same address to which the notice of infraction was sent. The Hearing Officer shall issue a written order either granting or denying the appeal.
(c) The following shall be permissible grounds for an appeal:
(1) At the time of the infraction, the vehicle was not under the care, custody, or control of the owner or an individual with owner's consent, established pursuant to affidavit as provided in section 44-211.
(2) The motor vehicle driver was issued a citation by a Law Enforcement Officer, which was separate and distinct from the citation issued under this section, for violating the steady red traffic control signal;

(3) The motor vehicle driver was required to violate the steady red traffic control signal in order to comply with other governing laws;
(4) The motor vehicle driver was required to violate the steady red traffic control signal in order to reasonably protect the property or person of another;
(5) The steady red traffic control signal was inoperable or malfunctioning; or
(6) Any other reason the Hearing Officer deems appropriate.
(d) The Traffic Control Infraction Review Officer shall testify at the appeal. The owner, or his or her representative, may also present testimony and evidence.
(e) Recorded images indicating a red zone infraction, verified by the Traffic Control Infraction Review Officer, are admissible in any proceeding before the Hearing Officer to enforce the provisions of this article, and shall constitute prima facie evidence of the violation.
(f) Unless an affidavit is provided pursuant to section 44-211, it is presumed the person registered as the owner with the Florida Department of Highway Safety and Motor Vehicles or any other State Vehicle Registration Office, or an individual having the owner's consent, was operating the vehicle at the time of a red zone infraction.
(Ord. No. 06-24, § 10, 12-19-06)

Sec. 44-211. Owner affidavit of non-responsibility.
(a) In order for the owner to establish that the motor vehicle was, at the time of the red zone infraction, in the care, custody, or control of another person without the consent of the owner, the owner is required to complete an affidavit setting forth the circumstances demonstrating that the motor vehicle was not in the owner's care, custody or control, or that of a person with owner's consent. The affidavit must be executed in the presence of a notary, and include at a minimum:
(1) If known to the owner, the name, address, and 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 red zone infraction; or
(2) If the motor vehicle was stolen, the police report indicating the motor vehicle was stolen at the time of the alleged red zone infraction.
(3) The following language immediately above the signature line: "Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true."
(b) The owner may present an affidavit pursuant to this section, as a defense in any proceeding before the Hearing Officer.
(Ord. No. 06-24, § 11, 12-19-06)

Sec. 44-212. Penalties.
(a) A violation of this article shall be deemed a non-criminal, non-moving violation for which a civil penalty in the amount of $125.00 shall be assessed.
(b) As the violation relates to this article and not the Florida Statutes and no points as provided in Section 322.27, Florida Statutes, shall be recorded on the driving record of the vehicle owner or responsible party.
(Ord. No. 06-24, § 12, 12-19-06)

Sec. 44-213. Administrative charges.

In addition to the assessment pursuant to section 44-212, administrative charges in the amount of the City's actual costs shall be assessed in the event of an unsuccessful appeal or the necessity to institute collection procedures.
(Ord. No. 06-24, § 13, 12-19-06)

Sec. 44-214. Collection of fines.
The City Manager may establish procedures and processes for the collection of any penalty or charge imposed or assessed under the provisions of this article and may enforce such penalty by civil action in the nature of debt.
(Ord. No. 06-24, § 14, 12-19-06)

Sec. 44-215. Exceptions.
(a) This article shall not apply to red zone infractions involving motor vehicle collisions or to any authorized emergency vehicle responding to a bona fide emergency.
(b) A notice of infraction may be issued in any case where the operator of the motor vehicle was issued a citation for violating State law regarding the failure to stop at a red light indication.
(Ord. No. 06-24, § 15, 12-19-06)

Agenda Item 5

Attachment B-3

ATTACHMENT B-3

CITY OF PEMBROKE PINES

CHAPTER 73: DANGEROUS INTERSECTION SAFETY ACT

Section

73.01 Intent

73.02 Use of image capture technologies

73.03 Definitions

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73.05 Violation

73.06 Six-month notice; introductory period

73.07 Review of recorded images

73.08 Notice of violation/infraction

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73.10 Appeal to special magistrate

73.11 Vehicle owner affidavit of non- responsibility

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§ 73.01 INTENT.

The purpose of this chapter is to authorize the use of an unmanned cameras/monitoring system to promote compliance with red light signal directives as proscribed by this chapter, and to adopt a civil enforcement system for red light signal violations. This chapter will also supplement law enforcement personnel in the enforcement of red light signal violations and shall not prohibit law enforcement officers from issuing a citation for a red light signal violation in accordance with normal statutory traffic enforcement techniques.

(Ord. 1527, passed 10-19-05)

§ 73.02 USE OF IMAGE CAPTURE TECHNOLOGIES.

The city shall utilize image capture technologies as a supplemental means of monitoring compliance with laws related to traffic control signals, while assisting law enforcement personnel in the enforcement of such laws, which are designed to protect and improve public health, safety and welfare. This section shall not supersede, infringe, curtail or impinge upon state laws related to red light signal violations or conflict with such laws. The city shall utilize image capture technologies as an ancillary deterrent to traffic control signal violations and to thereby reduce accidents and injuries associated with such violations. Notices of infractions issued pursuant to this chapter shall be addressed using the city's own Special Magistrates and not uniform traffic citations or county courts.

(Ord. 1527, passed 10-19-05)

§ 73.03 DEFINITIONS.

The following definitions shall apply to this chapter:

INTERSECTION. The area embraced within the prolongation or connection of the lateral curb line; or, if none, then the lateral boundary lines, of the roadways of two roads which join or intersect one another at, or approximately at, right angles; or the area within which vehicles traveling upon different roads joining at any other angle may come in conflict.

MOTOR VEHICLE. Any self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, motorized scooter, electric personal assisted mobility device, or moped.

NOTICE OF INFRACTION. A citation issued for a red zone infraction.

OWNER/VEHICLE OWNER. The person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a lease of six months or more.

RECORDED IMAGES. Images recorded by a traffic control signal monitoring system/device:

(1) On:

(a) Two or more photographs;

(b) Two or more electronic images;

(c) Two or more digital images;

(d) Digital or video movies; or

(e) Any other medium that can display a violation; and

(2) Showing the rear of a motor vehicle and on at least one image, clearly identifying the license plate number of the vehicle.

RED ZONE INFRACTION. A traffic offense whereby a traffic control signal monitoring system established that a vehicle entered an intersection controlled by a duly erected traffic control device at a time when the traffic control signal for such vehicle's direction of travel was emitting a steady red signal.

SPECIAL MAGISTRATE. The city's Code Enforcement Special Magistrate.

TRAFFIC CONTROL SIGNAL. A device exhibiting different colored lights or colored lighted arrows, successively one at a time or in combination, using only the colors green, yellow, and red which indicate and apply to drivers of motor vehicles as provided in F.S. § 316.075.

TRAFFIC CONTROL SIGNAL MONITORING SYSTEM/DEVICE. An electronic system consisting of one or more vehicle sensors, working in conjunction with a traffic control signal, still camera and video recording device, to capture and produce recorded images of motor vehicles entering an intersection against a steady red light signal indication.

(Ord. 1527, passed 10-19-05)

§ 73.04 ADHERENCE TO RED LIGHT TRAFFIC CONTROL SIGNALS.

Motor vehicle traffic facing a traffic control signal's steady red light indication shall stop before entering the crosswalk on the near side of an intersection or, if none, then before entering the intersection and shall remain standing until a green

indication is shown on the traffic control signal; however, the driver of a vehicle which is stopped at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection or, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection in obedience of a steady red traffic control signal, may make a right turn (unless such turn is otherwise prohibited by posted sign or other traffic control device) but shall yield right-of-way to pedestrians and other traffic proceeding as directed by the traffic control signal at the intersection.

(Ord. 1527, passed 10-19-05) Penalty, see § 73.99

§ 73.05 VIOLATION.

A violation of this chapter, known as a red zone infraction, shall occur when a vehicle does not comply with the requirements of § 73.04. Violations shall be enforced pursuant to § 73.07.

(Ord. 1527, passed 10-19-05)

§ 73.06 SIX-MONTH NOTICE; INTRODUCTORY PERIOD.

For the first six months of this chapter, unless the driver of a vehicle received a citation from a police officer at the time of a red zone infraction in accordance with normal traffic enforcement techniques, the vehicle owner shall receive a courtesy notice of the violation. Commencing six months after the effective date of the chapter, the vehicle owner is subject to the enforcement provision as provided herein.

(Ord. 1527, passed 10-19-05)

§ 73.07 REVIEW OF RECORDED IMAGES.

(A) The owner of the vehicle which is observed by recorded images committing a red zone infraction, shall be issued a notice of infraction. The recorded image shall be sufficient grounds to issue a city notice of infraction.

(B) The city shall designate a Traffic Control Infraction Review Officer, who shall meet the qualifications set forth in F.S. § 316.640(5)(A), or any other relevant statute. The Traffic Control Infraction Review Officer shall review recorded images prior to the issuance of a notice of violation/infraction to ensure accuracy and the integrity of the recorded images. The Traffic Control Infraction Officer shall also verify that the traffic control monitoring system/devices which captured the recorded images was functioning properly at the time the recorded images were captured. Once the Traffic Control Infraction Review Officer has verified the accuracy of the recorded images and functionality of the traffic control monitoring system/devices, he or she shall complete a report, and a notice of violation/infraction shall be sent to the vehicle owner at the address on record with the Florida Department of Highway Safety and Motor Vehicles.

(Ord. 1527, passed 10-19-05)

§ 73.08 NOTICE OF VIOLATION/INFRACTION.

The notice of violation/infraction shall include:

(A) The name and address of the vehicle owner;

(B) The license plate number and registration number of the vehicle;

(C) The make, model, and year of the vehicle;

(D) Notice that the violation charged is pursuant to this chapter;

(E) The location of the intersection where the violation occurred;

(F) The date and time of the red zone infraction;

(G) Notice that the recorded images relating to the vehicle and a statement that the recorded images are evidence of a red zone infraction;

(H) The civil penalty imposed;

(I) Images depicting violation;

(J) The procedures for payment of the civil penalty and contesting the notice of infraction;

(K) A signed statement by the Traffic Control Infraction Officer that, based on inspection of recorded images, the vehicle was involved in a red zone infraction;

(L) Information advising the person alleged to be liable under this section, the manner and time in which liability as alleged in the notice of infraction may be appealed and warning that failure to pay the civil penalty or to contest liability in a timely manner is an admission of liability.

(Ord. 1527, passed 10-19-05)

§ 73.09 VEHICLE OWNER RESPONSIBILITIES.

(A) A vehicle owner receiving a notice of infraction may, within 21 days of the date of the notice of infraction:

(1) Pay the assessed civil penalty pursuant to instructions on the notice of infraction; or

(2) Request an appeal pursuant with procedures as outlined in this chapter.

(B) The failure to comply with the provisions of this section within 21 days from the date of the notice of infraction shall constitute a waiver of the right to contest the notice of infraction and will be considered an admission.

(Ord. 1527, passed 10-19-05)

§ 73.10 APPEAL TO SPECIAL MAGISTRATE.

The city's Code Enforcement Special Magistrates are authorized to consider appeals under this chapter within 21 days of the date of the notice of infraction, the vehicle owner may file an appeal with the city pursuant to the directions in the notice of infraction. A hearing on the appeal shall be scheduled for all appeals except those in which the vehicle owner submits an affidavit pursuant to § 73.11 in which the vehicle owner affirms under penalty of perjury that the vehicle was not under his or her care, custody or control, or that of someone with vehicle owner's consent.

(A) Upon receipt of the appeal, the city shall schedule a hearing before the Special Magistrate to occur not later than 60 days after city's receipt of the appeal. Notice of hearing shall be provided to the vehicle owner no less than ten days prior to the hearing, and shall be provided by certified and U.S. Mail to the same address to which the notice of infraction was sent.

(B) The following shall be permissible grounds for an appeal:

(1) At the time of the infraction, the vehicle was not under the care, custody, or control of the vehicle owner or an individual with vehicle owner's consent, established pursuant to affidavit as provided in § 73.11;

(2) The motor vehicle driver was issued a citation by a law enforcement officer, which was separate and distinct from the citation issued under this section, for violating the steady red traffic control signal;

(3) The motor vehicle driver was required to violate the steady red traffic control signal in order to comply with other governing laws;

(4) The motor vehicle driver was required to violate the steady red traffic control signal in order to reasonably protect the property or person of another;

(5) The steady red traffic control signal was inoperable or malfunctioning; or

(6) Any other reason the Special Magistrate deems appropriate.

(C) The Traffic Control Infraction Review Officer shall testify at the appeal. Then, the vehicle owner may present testimony and evidence.

(D) Recorded images indicating a red zone infraction, verified by the Traffic Control Infraction Review Officer, are admissible in any proceeding before the city's Special Magistrate to enforce the provisions of this chapter, and shall constitute prima facie evidence of the violation.

(E) Unless an affidavit is provided pursuant to § 73.11, it is presumed the person registered as the vehicle owner with the Florida Department of Motor Vehicles or any other state vehicle registration office, or an individual having the owner's consent, was operating the vehicle at the time of a red zone infraction.

(Ord. 1527, passed 10-19-05)

§ 73.11 VEHICLE OWNER AFFIDAVIT OF NON-RESPONSIBILITY.

(A) In order for the vehicle owner to establish that the motor vehicle was at the time of the red zone infraction, in the care, custody, or control of another person without the consent of the registered owner, the vehicle owner is required, within 21 days from the date listed on the notice of infraction, to furnish to the city, an affidavit setting forth the circumstances demonstrating that the motor vehicle was not in the vehicle owner's care, custody, or control, or that of a person with vehicle owner's consent. The affidavit must be executed in the presence of a notary, and include:

(1) If known to the vehicle owner, the name, address, and the driver's 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 red zone infraction; or

(2) If the vehicle was stolen, the police report indicating the vehicle was stolen at the time of the alleged red zone infraction.

(3) The following language immediately above the signature line: "Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true."

(B) Upon receipt of an affidavit pursuant to this section, any prosecution of the notice of infraction issued to the vehicle owner shall be terminated.

(Ord. 1527, passed 10-19-05)

§ 73.12 ADMINISTRATIVE CHARGES.

In addition to the assessment pursuant to § 73.99 herein, administrative charges may be assessed in the event of an appeal or the necessity to institute collection procedures.

(Ord. 1527, passed 10-19-05)

§ 73.13 COLLECTION OF FINES.

The city may establish procedures for the collection of a penalty imposed herein, and may enforce such penalty by civil action in the nature of debt.

(Ord. 1527, passed 10-19-05)

§ 73.14 EXCEPTIONS.

This chapter shall not apply to red zone infractions involving vehicle collisions or to any authorized emergency vehicle responding to a bona fide emergency; nor shall a notice of infraction be issued in any case where the operator of the vehicle was issued a citation for violating the state statute regarding the failure to stop at a red light indication.

(Ord. 1527, passed 10-19-05)

§ 73.99 PENALTY.

A violation of this chapter shall be deemed a non-criminal, non-moving violation for which a civil penalty in the amount of $125 shall be assessed. As the violation relates to this chapter and not the state statutes, no points as provided in F.S. § 322.27, shall be recorded on the driving record of the vehicle owner or responsible party.

(Ord. 1527, passed 10-19-05)

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PROPOSED ORDINANCE 2005-22

REVISION NO. 1

ORDINANCE NO._____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA, CREATING CHAPTER 72 OF THE CODE OF ORDINANCES OF THE CITY OF PEMBROKE PINES TO BE CALLED "THE PEMBROKE PINES DANGEROUS INTERSECTION SAFETY ACT"; AND NEW SECTIONS 72.01 THROUGH 72.15 PROVIDING FOR INTENT AND DEFINITIONS; ESTABLISHING AN ENFORCEMENT PROGRAM WITHIN THE CITY; AUTHORIZING THE CITY TO PERMIT AND IMPLEMENT THE USE OF UNMANNED CAMERAS/MONITORING DEVICES FOR RED LIGHT INFRACTIONS; PROVIDING ENFORCEMENT PROCEDURES, INCLUDING NOTICE, APPEAL HEARINGS, PENALTIES, IMPOSITION OF ADMINISTRATIVE CHARGES AND COLLECTION; PROVIDING FOR EXCEPTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pembroke Pines ("City") is located in a high density traffic area and regularly experiences traffic incidents related to the failure of motorists to obey duly erected traffic control devices, which exposes its citizens to the dangers of personal injury and property damage; and

WHEREAS, the City Commission is concerned with the inability to sufficiently enforce the state statute prohibiting running of red lights, due mainly to the requirement that enforcement of the state statute requires the personal observation of police officers, affecting the ability to effectively reduce the significant dangers presented to motorists and pedestrians by the failure to stop for a red light; and,

WHEREAS, the use of unmanned cameras to enforce toll violations on the state's toll roads has been determined to be fair, reasonable and sufficient by the State of Florida in order to effectively enforce laws regulating the payment of tolls

without the need to commit the extreme amount of personnel that would be necessary without the use of unmanned cameras; and,

WHEREAS, similarly, the use of unmanned cameras will be effective in enforcing laws requiring vehicles to stop for red lights; therefore freeing City police personnel to respond to other , and sometimes more, significant incidents as well as serious crime; and,

WHEREAS, local governments in different parts of the state and country have demonstrated the enhancement of vehicular and pedestrian traffic safety attributable to the integration of automated image capture technologies with traditional traffic law enforcement methodology; and

WHEREAS, § 316.008, Florida Statutes, grants municipalities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of police power, authority to regulate and monitor traffic by means of police officers and security devices; and

WHEREAS, the City of Pembroke Pines has home rule authority pursuant to Article VII, Section 2 of the Florida Constitution and Chapter 166, Florida Statutes, to enact an ordinance making the failure to stop for a red light indication a violation of the City's Code of Ordinances, and to provide for enforcement of such violations of the City's Code of Ordinances through the use of the City's Code Enforcement Special Masters; and,

WHEREAS, Attorney General Opinion 05-41, dated July 12, 2005, confirms the authority of the City to enact an ordinance making the failure to stop

at a red light indication a violation of the City's Code of Ordinances, to use unmanned cameras to monitor intersections in the City for such violations of the City's Code, and to record the license tag numbers of vehicles involved in such violations; and,

WHEREAS, the Attorney General has opined that the City may not issue traffic citations under the State Statutes to drivers for violations observed by the use of unmanned cameras and not otherwise observed by police officers; and,

WHEREAS, in order to be consistent with state law and the Attorney General's Opinion, the City will issue City Notices of Violations to registered owners of vehicles, will not utilize the uniform traffic citation prescribed by Chapter 316, and will not prosecute offenses of its City ordinance through county court, thus the City's enforcement program; and,

WHEREAS, the City Commission finds it to be fair and reasonable to use the same procedure used by the state to enforce toll violations through unmanned cameras, to provide alleged violators with the opportunity to have a hearing within the City using the City's Code Enforcement Special Magistrates and the City's code enforcement procedures adopted pursuant to Chapter 162, Florida Statutes, and set forth in Chapter 32 of the City's Code of Ordinances; and,

WHEREAS, the City Commission of the City of Pembroke Pines finds that implementation of the enforcement program as set forth herein will promote, protect and improve the health, safety and welfare of its citizens, consistent with

the authority of and limitations on the City pursuant to the Florida Constitution and Florida statutes; now, therefore

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Chapter 72 of the Code of Ordinances of the City of Pembroke Pines, entitled Pembroke Pines Dangerous Intersection Safety Act, shall be created to read as follows:

Chapter 72: Pembroke Pines Dangerous Intersection Safety Act.

§ 72.01 Intent.

The purpose of this Act is to authorize the use of a unmanned cameras/monitoring system to promote compliance with red light signal directives as proscribed by this Act, and to adopt a civil enforcement system for red light signal violations. This Act will also supplement law enforcement personnel in the enforcement of red light signal violations and shall not prohibit law enforcement officers from issuing a citation for a red light signal violation in accordance with normal statutory traffic enforcement techniques.

§72.02 Use of Image Capture Technologies.

The City shall utilize image capture technologies as a supplemental means of monitoring compliance with laws related to traffic control signals, while assisting law enforcement personnel in the enforcement of such laws, which are designed to protect and improve public health, safety and welfare. This Section shall not supersede, infringe, curtail or impinge upon state laws related to red light signal violations or conflict with such laws. The City shall utilize image capture technologies as an ancillary deterrent to traffic control signal violations and to thereby reduce accidents and injuries associated with such violations. Notices of Infractions issued pursuant to this Act shall be addressed using the City's own Special Magistrates and not uniform traffic citations or county courts.

§72.03 Definitions.

The following definitions shall apply to this Act:

(a) *Intersection* shall mean the area embraced within the prolongation or connection of the lateral curb line; or, if none, then the lateral boundary lines, of the roadways of two roads which join or intersect one another at, or approximately at, right angles; or the area within which vehicles traveling upon different roads joining at any other angle may come in conflict.

(b) *Motor vehicle* shall mean any self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, motorized scooter, electric personal assisted mobility device, or moped.

(c) *Notice of Infraction* shall mean a citation issued for a red zone infraction.

(d) *Owner/Vehicle Owner* shall mean the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a lease of six months or more.

(e) *Recorded Images* shall mean images recorded by a traffic control signal monitoring system/device:

1. On:
   Two or more photographs
   Two or more electronic images;
   Two or more digital images
   Video; or
   Any other medium; and

2. Showing the rear of a motor vehicle and on at least one image, clearly identifying the registration plate number of the vehicle.

(f) *Red Zone Infraction* shall mean a traffic offense whereby a traffic control signal monitoring system established that a vehicle entered an intersection controlled by a duly erected traffic control device at a time when the traffic control signal for such vehicle's direction of travel was emitting a steady red signal.

(g) *Special Magistrate* shall mean the City's Code Enforcement Special Magistrate.

(h) *Traffic Control Signal* shall mean a device exhibiting different colored lights or colored lighted arrows, successively one at a time or in combination, using only the colors green, yellow, and red which indicate and apply to drivers of motor vehicles as provided in Florida Statutes § 316.075.

(i) *Traffic Control Signal Monitoring System/Device* shall mean an electronic system consisting of one or more vehicle sensors, working in conjunction with a traffic control signal, still camera and video recording device, to capture and produce recorded images of motor vehicles entering an intersection against a steady red light signal indication.

§72.04 Adherence to Red Light Traffic Control Signals.

Motor vehicle traffic facing a traffic control signal's steady red light indication shall stop before entering the crosswalk on the near side of an intersection or, if none, then before entering the intersection and shall remain standing until a green indication is shown on the traffic control signal; however, the driver of a vehicle which is stopped at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection or, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection in obedience of a steady red traffic control signal, may make a right turn (unless such turn is otherwise prohibited by posted sign or other traffic control device) but shall yield right-of-way to pedestrians and other traffic proceeding as directed by the traffic control signal at the intersection.

§72.05 Violation.

A violation of this Act, known as a Red Zone Infraction, shall occur when a vehicle does not comply with the requirements of paragraph (4). Violations shall be enforced pursuant to paragraph (7) herein.

§72.06 Six-month notice; introductory period.

For the first six months of this Ordinance, unless the driver of a vehicle received a citation from a police officer at the time of a Red Zone Infraction in accordance with normal traffic enforcement techniques, the vehicle owner shall receive a courtesy notice of the violation. Commencing six months after the

effective date of the Act, the vehicle owner is subject to the enforcement provision as provided herein.

§72.07 Review of Recorded Images.

(a) The owner of the vehicle which is observed by Recorded Images committing a Red Zone Infraction, shall be issued a Notice of Infraction. The Recorded Image shall be sufficient grounds to issue a City Notice of Infraction.

(b) The City shall designate a Traffic Control Infraction Review Officer, who shall meet the qualifications set forth in §316.640(5)(A), Florida Statutes. The Traffic Control Infraction Review Officer shall review Recorded Images prior to the issuance of a Notice of Infraction to ensure accuracy and the integrity of the Recorded Images. The Traffic Control Infraction Officer shall also verify that the Traffic Control Monitoring System/Devices which captured the Recorded Images was functioning properly at the time the Recorded Images were captured. Once the Traffic Control Infraction Review Officer has verified the accuracy of the Recorded Images and functionality of the Traffic Control Monitoring System/Devices, he or she shall complete a report, prepare the Notice of Infraction and send it via registered mail and U.S. mail to the Vehicle Owner at the address on record with the Florida Department of Highway Safety and Motor Vehicles.

§72.08 Notice of Infraction.

The City Notice of Infraction shall include:

(a) The name and address of the vehicle owner;

(b) The license plate number and registration number of the vehicle;

(c) The make, model, year and color of the vehicle;

(d) Notice that the violation charged is pursuant to this Act;

(e) The location of the intersection where the violation occurred;

(f) The date and time of the red zone infraction;

(g) Notice that the Recorded Images relating to the vehicle and a statement that the recorded images are evidence of a red zone infraction;

(h) The civil penalty imposed;

(i) The procedures for payment of the civil penalty and contesting the notice of infraction;

(j) A signed statement by the Traffic Control Infraction Officer that, based on inspection of recorded images, the vehicle was involved in a Red Zone Infraction;

(k) Information advising the person alleged to be liable under this Section, the manner and time in which liability as alleged in the Notice of Infraction may be appealed and warning that failure to pay the civil penalty or to contest liability in a timely manner is an admission of liability.

§72.09 Vehicle Owner Responsibilities.

A Vehicle Owner receiving a Notice of Infraction may, within twenty one (21) days of the date of the Notice of Infraction:

(a) Pay the assessed civil penalty pursuant to instructions on the notice of infraction; or

(b) Request an appeal pursuant with procedures as outlined in this Act;

The failure to comply with the provisions of this Section within twenty one (21) days from the date of the Notice of Infraction shall constitute a waiver of the right to contest the Notice of Infraction and will be considered an admission.

§72.10 Appeal to Special Magistrate.

The City's Code Enforcement Special Magistrates are authorized to consider appeals under this Chapter within twenty one (21) days of the date of the Notice of Infraction, the Vehicle Owner may file an appeal with the City pursuant to the directions in the Notice of Infraction. A hearing on the appeal shall be scheduled for all appeals except those in which the Vehicle Owner submits an affidavit pursuant to §72.11 in which the Vehicle Owner affirms under penalty of perjury that the vehicle was not under his or her care, custody or control, or that of someone with Vehicle Owner's consent.

(a) Upon receipt of the appeal, the City shall schedule a hearing before the Special Magistrate to occur not later than sixty (60) days after City's receipt of the appeal. Notice of Hearing shall be

provided to the Vehicle Owner no less than ten (10) days prior to the hearing, and shall be provided by certified and U.S. mail to the same address to which the Notice of Infraction was sent.

(b) The following shall be permissible grounds for an appeal:

(i) At the time of the infraction, the vehicle was not under the care, custody, or control of the Vehicle Owner or an individual with Vehicle Owner's consent, established pursuant to affidavit as provided in §72.11;

(ii) The motor vehicle driver was issued a citation by a law enforcement officer, which was separate and distinct from the citation issued under this Section, for violating the steady red traffic control signal;

(iii) The motor vehicle driver was required to violate the steady red traffic control signal in order to comply with other governing laws;

(iv) The motor vehicle driver was required to violate the steady red traffic control signal in order to reasonably protect the property or person of another;

(v) The steady red traffic control signal was inoperable or malfunctioning; or

(vi) Any other reason the Special Magistrate deems appropriate.

(c) The Traffic Control Infraction Review Officer shall testify at the appeal. Then, the Vehicle Owner may present testimony and evidence.

(d) Recorded Images indicating a Red Zone Infraction, verified by the Traffic Control Infraction Review Officer, are admissible in any proceeding before the City's Special Magistrate to enforce the provisions of this Chapter, and shall constitute prima facie evidence of the violation.

(e) Unless an affidavit is provided pursuant to §72.11, it is presumed the person registered as the vehicle owner with the Florida Department of Motor Vehicles or any other state vehicle

registration office, or an individual having the owner's consent, was operating the vehicle at the time of a Red Zone Infraction.

§72.11 Vehicle Owner Affidavit of Non-responsibility.

In order to for the Vehicle Owner to establish that the motor vehicle was at the time of the Red Zone Infraction, in the care, custody, or control of another person without the consent of the registered owner, the Vehicle Owner is required, within twenty one (21) days from the date listed on the Notice of Infraction, to furnish to the City, an affidavit setting forth the circumstances demonstrating that the motor vehicle was not in the Vehicle Owner's care custody or control, or that of a person with Vehicle Owner's consent. The affidavit must be executed in the presence of a notary, and include:

(a) If known to the Vehicle Owner, the name, address, and 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 Red Zone Infraction; or

(b) If the vehicle was stolen, the police report indicating the vehicle was stolen at the time of the alleged Red Zone Infraction.

(c) The following language immediately above the signature line: "Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true."

Upon receipt of an affidavit pursuant to this section, any prosecution of the Notice of Infraction issued to the vehicle owner shall be terminated.

§72.12 Penalties.

A violation of this Act shall be deemed a non-criminal, non-moving violation for which a civil penalty in the amount of $_____ shall be assessed. As the violation relates to this Act and not the State Statutes, no points as provided in § 322.27, Florida Statutes, shall be recorded on the driving record of the vehicle owner or responsible party.

§72.13 Administrative Charges.

In addition to the assessment pursuant to §72.12 herein, administrative charges may be assessed in the event of an appeal or the necessity to institute collection procedures.

§72.14 Collection of Fines.

The City may establish procedures for the collection of a penalty imposed herein, and may enforce such penalty by civil action in the nature of debt.

§72.15 Exceptions.

This Act shall not apply to Red Zone Infractions involving vehicle collisions or to any authorized emergency vehicle responding to a bona fide emergency; nor shall a Notice of Infraction be issued in any case where the operator of the vehicle was issued a citation for violating the state statute regarding the failure to stop at a red light indication.

Section 3. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in Code. It is the intention of the City Commission of the City of Pembroke Pines, Florida, that the provisions of this Ordinance shall become and be made a part of the City of Pembroke Pines Code of Ordinances; and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Section 5. Effective Date. This Ordinance shall become effective upon adoption by the City Commission.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA ON FIRST READING THIS _____ DAY OF _____, 2005.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA ON SECOND READING THIS _____ DAY OF _____, 2005.

CITY OF PEMBROKE PINES, FLORIDA

ATTEST: BY: _____
MAYOR FRANK ORTIS

_____
JUDITH A. NEUGENT, CITY CLERK

ORTIS _____

ARMSTRONG _____

APPROVED AS TO FORM:

CASTILLO _____

_____
OFFICE OF THE CITY ATTORNEY

FIORENDINO _____

SIPLE _____

Section 5. Effective Date. This Ordinance shall become effective upon adoption by the City Commission.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA ON FIRST READING THIS _____ DAY OF _____, 2005.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA ON SECOND READING THIS _____ DAY OF _____, 2005.

CITY OF PEMBROKE PINES, FLORIDA

ATTEST: BY: _____
MAYOR FRANK ORTIS

_____
JUDITH A. NEUGENT, CITY CLERK

ORTIS	_____
ARMSTRONG	_____
CASTILLO	_____
FIORENDINO	_____
SIPLE	_____

APPROVED AS TO FORM:

_____
OFFICE OF THE CITY ATTORNEY

City of Pembroke Pines

PEMBROKE PINES All-America City 2004

Frank C. Ortis, Mayor
William B. Armstrong, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Carl Shechter, Commissioner
Iris A. Siple, Commissioner

INTER-OFFICE CORRESPONDENCE
MEMORANDUM NO. 2007-286

TO: Mayor Frank Ortis
Members of the City Commission

CC: Charles F. Dodge, City Manager
Marty Gayeski, Deputy City Manager
Dave Frank, Administrative Services Director
Dan Giustino, Police Chief
Ken Friedrichs, Purchasing Director
Joe McLaughlin, City Engineer

FROM: Samuel S. Goren, City Attorney SSG
Michael D. Cirullo, Jr., Assistant City Attorney MDC

DATE: November 14, 2007

RE: City of Pembroke Pines ("City") / Red Light Camera Enforcement Program – Proposed Agreement with American Traffic Solutions

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As you are aware, at its June 20, 2007, meeting, the City Commission authorized and directed the City Administration to proceed with negotiating an acceptable agreement with American Traffic Solutions (ATS) for implementation of the City's Red Light Camera Enforcement Program pursuant to Ordinance 1527. This office, along with City Administration, has been working with ATS and its counsel on the Agreement, and attach hereto the final, proposed Agreement for review and consideration by the City Commission.

The proposed Agreement would implement the City's Red Light Camera Enforcement Program consistent with Ordinance 1527. The initial term of the Agreement is three (3) years from the date of the first paid notice, in other words the initial term would be three years after the end of

the Warning Period. Thereafter, the Agreement provides for two (2) additional three (3) year terms.

Warning Period

The Agreement provides for a six-month Warning Period, which commences on the date that at least one intersection becomes operational. This is consistent with the six month warning period required by Ordinance 1527. ATS is required to install all equipment at its sole cost. ATS will apply for a permit within sixty (60) days. It would then have up to forty-five (45) days from the date the permit is issued to install the camera. Recall that the Warning Period begins only upon the installation of the initial camera, so delays in the installation of the initial camera will result in delays of commencing the Program.

During the Warning Period, violations would be sent to registered owners of vehicles, but no Civil Fees would be assessed. The purpose of the Warning Period is to work through any issues with the Program and to provide time for noticing the public of the City's program. ATS is responsible for installing the cameras and equipment, including signage, and coordinating the public awareness strategy with the City.

During the Warning Period, the parties would develop and coordinate the enforcement process, including developing the criteria for enforcement of violations, development of documentation to be used when enforcement begins, training for enforcement and hearings, and coordinating technology integration between the City and ATS.

During the Warning Period, and throughout the term of the Agreement, the intersections will be selected based upon accident history, recommendations of the City's Police Department and engineering feasibility.

The Agreement provides both the City and ATS the right to terminate the Agreement up to ninety (90) days after the conclusion of the Warning Period. In the event of such a termination, ATS is required to remove all of its equipment at its sole cost.

Compensation and Pricing

As indicated, ATS is responsible for all costs of equipment, installation and maintenance of the cameras and equipment provided to the City for the Program. Once the Warning Period ends, and infractions are sent imposing the Civil Fees, ATS will be paid a portion of the paid notices, as set forth in Exhibit "E" of the Agreement.

ATS has required a provision be placed in the Agreement providing that in the event there is a change in state law, and less than sixty (60) paid notices are received through a camera during the month, ATS retains 100% of the revenue from that particular camera for that month. This is for notices *actually paid*, not for notices sent.

If state law does not change, then this provision would not take affect. However, if state law changes, the impact of this provision could be significant. For example, in a 30 day month, 60 paid notices at the current Civil Fee amount of $125 would equal $7500.00, and ATS would retain all of this revenue. However, if only one more notice is paid for that camera in the month, making the total 61 paid notices for the 30 day month, ATS would receive $2897.50 and the City would receive $4727.50 for that month from that camera.

The Agreement provides that in the event that another government entity "piggy-backs" on this Agreement, it is responsible for paying 1% of its revenues to the City. ATS is required to notify the City in the event a local government uses the Agreement, but ATS is not responsible for the

payment to the City or collecting the 1% from the other agency. The enforceability by the City of this provision against a non-signatory is debatable.

Indemnification and Security for City

Although the City and ATS believe that the Red Light Camera Enforcement Program is legal, there is no statute or judicial decision in Florida on the issue. Legislation has been proposed during the past several Legislative Sessions to expressly recognize these types of Programs, but to date they have not been successful. It is anticipated that there will be legislation proposed during the upcoming 2008 Legislative Session, but of course there is no guarantee that any legislation will be adopted this year. The way that the Agreement is written, the Warning Period will extend beyond the end of the 2008 Legislative Session. The outcome of the session could provide a catalyst for either party to terminate the agreement or proceed with issuing Notices of Infractions and imposing Civil Fees.

In the Request for Proposals issued by the City, the City had stated that the successful bidder would be required to indemnify the City for adverse judicial orders, including orders to refund fees collected under the City's ordinance, and that such indemnification be secured with a Payment Bond, the exact amount of which would be determined during contract negotiations. ATS's representatives stated during its presentation to the Selection Committee that the City's indemnification and bonding requirements were generally acceptable, but needed discussion.

ATS believes that in light of its substantial investment in equipment, infrastructure, maintenance and installation, and its commitment to share in any defense of the litigation, its share of the Civil Fees **should not** be subject to return to the City. This means that in the event any Civil Fee is ordered refunded, the City will be responsible for the return of the total amount(s) paid. For example, in the event of a successful appeal to circuit court, the City will be responsible for returning the total paid by the person, including the portion that had been paid to ATS for that Civil Fee payment, which would be between $17.50 and $125.00 (if the paid notice came from a camera which had 60 or less paid notices that month).

In light of the Warning Period, and the fact that during such time no Civil Fees are imposed upon alleged violators, ATS has agreed to provide security at the conclusion of the Warning Period. Options for such security include liens on equipment, bonds, or another form to be agreed upon by the parties at the conclusion of the Warning Period. However, in the event state law changes, then ATS will no longer be required to provide the security and no longer be required to share in any defense of the Program in the event it is filed after the change in state law.

Conclusion

The City Commission must decide whether to proceed with the Agreement with ATS. Representatives of ATS will be present at the City Commission meeting to discuss the Agreement and answer any questions you may have on the document.

Should the City Commission determine that the Agreement is acceptable, it should approve it, and authorize execution of such. Should the City Commission decide that the Agreement is not acceptable, it can either continue the matter pending further discussions on specific items identified by the City Commission, or reject the Agreement and direct City Administration to negotiate with the #2 vendor.

Upon your review, please contact us to discuss any questions or concerns you may have on the Agreement.

Enclosure

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City of Pembroke Pines

PEMBROKE PINES
All-America City
2004

Frank C. Ortis, Mayor
Carl Shechter, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Jack McCluskey, Commissioner
Iris A. Siple, Commissioner

INTER-OFFICE CORRESPONDENCE

MEMORANDUM NO. 2008-270

TO: Mayor Frank C. Ortis
Members of the City Commission
Charles F. Dodge, City Manager

CC: Marty Gayeski, Deputy City Manager
Gordon Keibler, Assistant City Manager
Dan Giustino, Police Chief
Joe McLaughlin, City Engineer
Ken Friedrichs, Purchasing Director

FROM: Samuel S. Goren, City Attorney SSG
Michael D. Cirullo, Jr., Assistant City Attorney MDC

DATE: October 15, 2008

Re: City of Pembroke Pines ("City") / Red Light Cameras – Agreement with American Traffic Solutions (ATS)

The City approved an Agreement with American Traffic Solutions (ATS) on November 19, 2007, to implement City Ordinance 1527 relating to Red Light Camera Enforcement. The Agreement provided for a six (6) month Warning Period, during which time courtesy notices were issued, but no fines were levied.

The Agreement calls for the installation of no less than four (4) intersections, with the permit for the initial camera to be applied for within 45 days of approval of the Agreement. The initial camera was installed at Eastbound Pines Boulevard at 129th Avenue, and went "live" on April 15, 2008.

As this office previously advised in Memoranda 2008-116, dated May 7, 2008, and 2008-184, dated July 21, 2008, under the terms of the Agreement, the Warning Period will expire on October 15, 2008.

Recall that at the time of the initial approval of the Agreement, the parties were aware of the potential adoption of specific laws on red light cameras by the Florida Legislature during the 2008 legislative session. However, no laws were adopted, so the legal landscape has not changed since the approval of the Agreement by the City Commission.

As indicated above, there is currently one (1) camera functional in the City. By all accounts, the camera is performing as expected, and 955 warnings have been issued through this camera, for an average of approximately six warnings per day.

The installation of the second proposed camera has been held up due to Broward County's hesitancy to approve signage for the proposed camera at Northbound Dykes Road at Pines Boulevard. ATS advises that this camera can be installed approximately 2-3 weeks after the sign issues are resolved.

An application for a third camera to be located at Eastbound Sheridan Street at 72nd Avenue will be submitted within a week. ATS advises that the delay was caused in part by Florida Power & Light's delays in identifying the location of electricity facilities for the camera. ATS expects the County review process to take 2-3 weeks, and then once approved another 2-3 weeks to install.

The proposed locations for the fourth and fifth cameras are at Eastbound and Westbound Pines Boulevard at 155th Street. ATS will be submitting to the Florida Department of Transportation (FDOT) applications for placement of poles for these cameras in the FDOT rights-of-way.

Agreement Addendum

Although the City and ATS believe that the Red Light Camera Enforcement Program is legal, there is no statute or judicial decision in Florida on the issue. Legislation has been proposed during the past several Legislative Sessions, including 2008, to expressly recognize these types of Programs, but to date they have not been successful.

In the Request for Proposals issued by the City, the City had stated that the successful bidder would be required to indemnify the City for adverse judicial orders, including orders to refund fees collected under the City's ordinance, and that such indemnification be secured with a Payment Bond, the exact amount of which would be determined during contract negotiations. ATS's representatives stated during its presentation to the Selection Committee that the City's indemnification and bonding requirements were generally acceptable, but needed discussion.

In November, 2007, at the time of the initial approval of the Agreement by the City Commission, ATS believed that in light of its substantial investment in equipment, infrastructure, maintenance and installation, and its commitment to share in any defense of the litigation, its share of the Civil Fees **should not** be subject to return to the City. This means that in the event any Civil Fee is ordered refunded, the City will be responsible for the return of the total amount(s) paid. For example, in the event of a successful appeal of a violation, the City will be responsible for returning the total paid by the person, including the portion that had been paid to ATS for that Civil Fee payment, which would be between $17.50 and $125.00 (if the paid notice came from a camera which had 60 or less paid notices that month).

In light of the Warning Period, and the fact that during such time no Civil Fees were to be imposed upon alleged violators, ATS agreed at the time the Agreement was approved by the City Commission to provide security at the conclusion of the Warning Period. Options for such security include liens on equipment, bonds, or another form to be agreed upon by the parties at the conclusion of the Warning Period.

Request for Direction

At this time, the City Commission is requested to provide direction on how to proceed with the Agreement with ATS. The options include:

- Directing the City Administration to negotiate an Addendum to the Agreement with ATS that would authorize the program to proceed to the Civil Fee stage;
- An extension of the Warning Period for some period of time related to installation of additional cameras or the potential for adoption of legislation in the upcoming Legislative Session. The City has not made any request to ATS for an extension. If this option is to be considered by the City Commission it will need to be discussed with ATS representatives at the October 15, 2008, City Commission meeting; or,
- The Agreement provides the City Commission with the right to terminate the Agreement at this time, which would require ATS to remove the installed camera at its sole expense and cease efforts to install the other cameras.

We have been advised that representatives from ATS will be present at the October 15, 2008, City Commission meeting.

Upon your review of this memorandum, please feel free to contact our office should you require additional information or have any questions.

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Agenda Item 5

Attachment B-4

ATTACHMENT B-4

Introduced by Council President Davis:

ORDINANCE 2008-134

AN ORDINANCE CREATING SECTION 111.350 (NEIGHBORHOODS SAFETY TRUST FUND), *ORDINANCE CODE* TO PROVIDE A DEDICATED FUNDING SOURCE FOR ADDITIONAL SWORN OFFICERS TO INCREASE POLICE PRESENCE IN JACKSONVILLE NEIGHBORHOODS; AMENDING ORDINANCE 2007-1131-E TO REPEAL SECTION 5 ENTITLED ACCOUNTING FOR PROGRAM REVENUES AND EXPENDITURES; PROVIDING FOR STATUS REPORT OF RED LIGHT RUNNING CAMERAS, BIDS, VENDOR SELECTION AND SCHEDULE INSTALLATION; CONTINGENT UPON STATUTORY AUTHORITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, a core function of government is to protect the health, safety and welfare of the citizenry; under the current budget, the public safety component of that core function constitutes approximately half of the general fund resources; and

WHEREAS, the electorate has recently adopted an amendment to the property tax amendment that is forecasted to reduce the City of Jacksonville's property tax revenue by $50-75 million annually; and

WHEREAS, now more than ever, the balance of resources and judicious use of funds is paramount in the ability of the City to meet the overall needs of its citizens;

WHEREAS, the number of violent crimes and murders have increased in Jacksonville over the last several years, and the need for additional police presence has been recommended by the Matrix Report date of November 27, 2007 and requested by the Jacksonville

Sheriff's Office; and

WHEREAS, fiscal responsibility dictates that prior to adding an additional expense, a viable funding source should be identified; and such a source has been suggested by capturing the revenue generated by penalties from red light running; and

WHEREAS, the nexus between the money generated from violators of public safety by running red lights and the funding for additional officers for public safety is closely aligned; and

WHEREAS, the City Council auditors have analyzed and studied the potential revenue source from the recently enacted red light running Ordinance 2007-1131-E and based on that analysis a conservative estimate of $150,000 might be generated from one camera; and

WHEREAS, contingent on statutory authority from the Florida Legislature, these funds could be used to place 100 police officers on the street; 20 recruits to begin training in October, 2008; funding contingent another 40, in April 2009, funding contingent and another 40 recruits in October 2009; now therefore

BE IT ORDAINED by the Council of the City of Jacksonville:

Section 1. Creating Section 111.350 (Neighborhoods Safety Trust Fund), *Ordinance Code.* Section 111.350 (Neighborhoods Safety Trust Fund), *Ordinance Code* is hereby created to read as follows:

CHAPTER 111. SPECIAL REVENUE AND TRUST ACCOUNTS

* * *

PART 3. PUBLIC SAFETY AND COURTS.

* * *

Sec. 111.350. Neighborhoods Safety Trust Fund.

There is hereby established a trust fund to be known as the *Neighborhoods Safety Trust Fund*, the "Fund". Section 636.412, *Ordinance Code*, creates penalties for red zone and speed infractions as defined by Section 636.402, *Ordinance Code*. All net

money generated from these penalties shall be placed into the Fund and shall be used exclusively for (1) the training and hiring of new sworn law enforcement officers to be used in neighborhood patrol capacities; and (2) to increase sworn law enforcement presence in Jacksonville Neighborhoods. The money deposited in the Fund are subject to annual appropriation by the City Council pursuant to the annual budget approval process. Appropriation of funds shall be available only to increase presence of law enforcement officers in Jacksonville neighborhoods, and shall include the cost of providing standard issue equipment to those officers. Any unspent funds remaining and/or unencumbered in the Fund at the end of the fiscal year shall remain within the Fund's fund balance with all interest thereon and shall only be used to fund sworn law enforcement officer activities as noted herein.

Section 2. Ordinance 2007-1131-E amended to repeal Section 5. Accounting for program revenues and expenditures. The provisions of 2007-1131-E, Section 5 are hereby repealed in their entirety. The section reads as follows:

> **"Section 5. Accounting for Program Revenues and Expenditures.** Revenue and expenditures derived from this activity shall be accounted for within a separate index within the Sheriff's Office General Fund set of accounts as created by General Accounting. The balance of any residual revenue in this activity at the end of the fiscal year, after all Sheriff's Office expenses and costs related to the administration and operation of this program are funded, shall be available for subsequent appropriation by the City Council."

Section 3. Status Report of Red Light Running Cameras' Vendor Selection, Schedule Installation, and training and grace periods.

A status report is requested from the Administration on the following subject matter and target dates:

1. No later than May 15, 2008, the Administration shall report to Council a status of the selection of the vendor, and status of the state legislation; and

2. No later than July 15, 2008, the Administration shall report to Council the status of the installation schedule and schedule for training and grace periods.

Section 4. Contingent upon the statutory authority from the Florida Legislature. Funding and implementation of this ordinance and Part 4 of Chapter 636 are subject to that authority granted by State Statute.

Section 5. Effective Date. This ordinance shall become effective upon signature by the Mayor or upon becoming effective without the Mayor's signature.

Form Approved:

/s/ Margaret M. Sidman

Office of General Counsel

Legislation Prepared By: Margaret M. Sidman

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City of Jacksonville

PART 4. RED LIGHT AND SPEED VIOLATIONS

Sec. 636.401. Use of Image Capture Technologies.
The City is authorized to utilize image capture technologies as a supplemental means of monitoring compliance with laws related to traffic control signals and posted speed limits, while assisting law enforcement personnel in the enforcement of such laws, which are designed to protect and improve public health, safety and welfare. This section shall not supersede, infringe, curtail or impinge upon state laws related to red light or speed violations, or conflict with such laws. The City may utilize image capture technologies as an ancillary deterrent to traffic control signal or speeding violations and thereby reduce accidents and injuries associated with such violations. Appeals of Notices of Infraction issued pursuant to this Act shall be addressed using the same process as described in Section 804.1106 of the*Ordinance Code* , before a City Hearing Examiner appointed by the General Counsel. Notices of Infraction issued pursuant to this Act shall not be by Florida Uniform Traffic Citation and shall not be subject to prosecution or appeal in the county courts.
(Ord. 2007-1131-E, § 3)

Sec. 636.402. Definitions.
The following definitions shall apply to this Part:
(a) *Intersection* shall mean the area embraced within the prolongation or connection of the lateral curb line; or, if none, then the lateral boundary lines, of the roadways of two roads which join or intersect one another at, or approximately at, right angles; or the area within which vehicles traveling upon different roads joining at any other angle may come in conflict.
(b) *Motor vehicle* shall mean any self-propelled vehicle not operated upon rails or guideways, but not including any bicycle, motorized scooter, electric personal assisted mobility device, or moped.
(c) *Notice of Infraction* shall mean a City citation issued for a red zone infraction or a speed infraction.
(d) *Owner/Vehicle Owner* shall mean the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a lease of six months or more.
(e) *Recorded Images* shall mean images recorded by a traffic control signal monitoring system/device or a traffic speed monitoring system presented on:
(1) Two or more photographs;
(2) Two or more electronic images;
(3) Two or more digital images;
(4) A video recording; or
(5) Any other medium;
and which shows the rear of a motor vehicle; and on at least one image clearly identifies the registration plate number of the vehicle.

(f) *Red Zone Infraction* shall mean a traffic offense whereby a traffic control signal monitoring system establishes that a vehicle entered an intersection controlled by a duly erected traffic control device at a time when the traffic control signal for such vehicle's direction was emitting a steady red signal.
(g) *City Hearing Examiner* shall mean a member of the General Counsel's office designated by the General Counsel to conduct hearings pursuant to Section 804.1106, Ordinance Code.
(h) *Traffic Control Signal* shall mean a device exhibiting different colored lights or lighted arrows, successively one at a time or in combination, using only the colors green, yellow and red with indicate and apply to drivers of motor vehicles as provided in Florida Statutes § 316.075.
(i) *Traffic Control Signal Monitoring System/Device* shall mean an electronic system consisting of one or more vehicle sensors, working in conjunction with a traffic control signal, still camera and video recording device, to capture and produce recorded images of motor vehicles entering an intersection against a steady red light signal indication.
(j) *Speed Infraction* shall mean a traffic offense where a traffic speed monitoring system/device measures the speed of the subject vehicle to be in excess of a pre-determined amount over the lawful speed limit in the area of the roadway being monitored.
(k) *Lawful Speed Limit* shall mean the maximum permissible speed of travel, as indicated by any official traffic control device or as otherwise established by law, on the portion of any roadway being monitored by a traffic speed monitoring system.
(l) *Traffic Speed Monitoring System/device* shall mean a system or device consisting of an electronic speed measuring system/device with a still camera and video recording system to capture and produce images of motor vehicles exceeding the posted speed limit by a pre-determined speed on the portion of the roadway being monitored.
(Ord. 2007-1131-E, § 3)

Sec. 636.403. Adherence to Red Light Traffic Control Signals.
Motor vehicle traffic facing a traffic control signal's steady red light indication shall stop before entering the crosswalk on the near side of an intersection or, if none, then before entering the intersection and shall remain standing until a green indication is shown on the traffic control device; however, the driver of a vehicle which is stopped at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection or, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic in the intersecting roadway before entering the intersection in obedience of a steady red traffic control signal, may make a right turn (unless such turn is otherwise prohibited by posted sign or other traffic control device) but shall yield right-of-way to pedestrians and other traffic proceeding as directed by the traffic control signal at the intersection.
(Ord. 2007-1131-E, § 3)

Sec. 636.404. Adherence to Lawful Speed Limits.
No motor vehicle shall travel at a speed greater than the lawful speed limit for that portion of the roadway, as indicated by any official traffic control device or posting, or otherwise as established by law.

(Ord. 2007-1131-E, § 3)

Sec. 636.405. Warning Signs at Monitored Intersections.
Each intersection which has a Traffic Control Signal Monitoring Device installed shall be identified as a "Monitored Intersection" by appropriate signage to be posted no less than 300 feet before the intersection, unless conditions exist which necessitate placement of the signs closer to the intersection. The warning signs shall indicate the operation of the Traffic Control Signal Monitoring Device at the intersection and inform motorists that failure to obey the red light will result in the issuance of a Notice of Infraction. The presence or absence of warning signs at any particular monitored intersection will not affect the validity of a Notice of Infraction issued for a Red Zone Infraction at that intersection. The absence of warning signs at a monitored intersection shall not constitute grounds for an appeal of a Notice of Infraction issued pursuant to this Act.
(Ord. 2007-1131-E, § 3)

Sec. 636.406. Violation.
A violation of this Part, known as a Red Zone Infraction or a Speed Infraction, shall occur when the operator of a vehicle does not comply with the requirements of section 636.403 or section 636.404. Violations shall be enforced pursuant to section 636.411.
(Ord. 2007-1131-E, § 3)

Sec. 636.407 Review of Recorded Images.
The owner of a vehicle which is shown by Recorded Images to have been operated so as to have committed a Red Zone Infraction or a Speed Infraction, shall be issued a Notice of Infraction. The Recorded Image shall be sufficient grounds to issue a Notice of Infraction.
The Sheriff shall designate one, or more, Traffic Control Infraction Review Officer(s), who shall be certified police officer(s) who meet the qualifications set forth in section 943.13, Florida Statutes. A Traffic Control Infraction Review Officer shall review Recorded Images prior to the issuance of a Notice of Infraction to ensure accuracy and the integrity of the Recorded Images. The Traffic Control Infraction Review Officer shall also verify that the Traffic Control Monitoring System/Device or Traffic Speed Monitoring System/Device which captured the Recorded Images was functioning properly at the time the Recorded Images were captured. Once a Traffic Control Infraction Review Officer has verified the accuracy of the Recorded Images and the functionality of the Traffic Control Monitoring System/Device or Traffic Speed Monitoring System/Device and determined that a Red Zone Infraction or a Speed Infraction occurred, he or she shall approve the Notice of Infraction and cause it to be sent via registered mail and U.S. mail to the registered owner at the address on record with the Florida Department of Highway Safety and Motor Vehicles or other state vehicle registration office.
(Ord. 2007-1131-E, § 3)

Sec. 636.408. Notice of Infraction.
The City's Notice of Infraction shall include:
(a) The name and address of the vehicle owner;

(b) The license plate number and registration number of the vehicle involved in the infraction;
(c) The make, model, year and color of the vehicle;
(d) Notice that the violation is pursuant to this Act;
(e) The location of the intersection or roadway where the violation occurred and, in the case of a Speed Infraction, the measured speed at which the vehicle was traveling at the time of the infraction;
(f) The date and time of the infraction;
(g) Notice of the Recorded Images relating to the vehicle and a statement that the Recorded Images are evidence of an infraction;
(h) The civil penalty to be imposed;
(i) The procedures for payment of the civil penalty and contesting the Notice of Infraction;
(j) A signed statement by the Traffic Control Infraction Review Officer that, based on inspection of the Recorded Images, the vehicle was involved in an infraction;
(k) Information advising the alleged violator of the manner and time in which the Notice of Infraction may be appealed and warning that a failure to pay the civil penalty or to contest the Notice of Infraction in a timely manner is an admission of the violation, and will result in the entry of a judgment against the violator.
(Ord. 2007-1131-E, § 3)

Sec. 636.409. Vehicle Owner Responsibilities.
A Vehicle Owner receiving a Notice of Infraction may, within 30 days of the date of the Notice of Infraction:
(a) Pay the assessed civil penalty pursuant to instructions on the Notice; or
(b) Request an appeal pursuant with procedures as outlined in this Part.
The failure to comply with the provisions of this Section within 30 days from the date of Notice of Infraction shall constitute a waiver of the right to contest the Notice of Infraction and will be considered an admission, and will result in the entry of a judgment against the violator, as provided for in Part II, Chapter 162, Florida Statutes.
(Ord. 2007-1131-E, § 3)

Sec. 636.410. Appeal to City Hearing Examiner.
The City's Hearing Examiner is authorized to consider appeals under this Chapter. Within 30 days of the date of the Notice of Infraction, the vehicle owner may file an appeal with the City pursuant to the directions in the Notice of Infraction. A hearing on the appeal shall be scheduled for all appeals except those in which the vehicle owner submits an affidavit pursuant to Section 636.409 in which the vehicle owner affirms under penalty of perjury that the vehicle was not under his or her care, custody of control, or that of someone with the vehicle owner's consent.
Upon receipt of the appeal, the City shall schedule a hearing before the City Hearing Examiner to occur not later than 60 days after the City's receipt of the appeal. Notice of the hearing shall be provided to the vehicle owner no less than ten days prior to the hearing, and shall be provided by certified and U.S. mail to the same address to which the Notice of Infraction was sent.
The following shall be permissible grounds for an appeal:

(a) At the time of the infraction, the vehicle was not under the care, custody or control of the vehicle owner or an individual with the vehicle owner's consent, established pursuant to affidavit as provided in Section 636.411;
(b) The motor vehicle driver was issued a citation by a law enforcement officer, which was separate and distinct from the citation issued under this Part, for violating the steady red traffic control signal or for exceeding the lawful speed limit;
(c) The motor vehicle driver was required to violate the steady red traffic control signal or lawful speed limit in order to comply with other governing laws;
(d) The motor vehicle driver was required to violate the steady red traffic control signal or lawful speed limit in order to reasonably protect the property or person of another;
(e) The steady red traffic control signal was inoperable or malfunctioning;
(f) Any other reason the City Hearing Officer deems appropriate.
The Traffic Control Infraction Review Officer who caused the Notice of Infraction to be sent to the vehicle owner shall testify at the appeal. Then, the vehicle owner may present evidence and testimony.
Recorded Images indicating a Red Zone Infraction or a Speed Infraction, verified by a Traffic Control Infraction Review Officer, are admissible in any proceeding before the City's Hearing Examiner to enforce the provisions of this Chapter, and shall constitute prima facie evidence of the violation.
Unless an affidavit is provided pursuant to § 636.411, it is presumed the person registered as the vehicle owner with the Florida Department of Highway Safety and Motor Vehicles, or any other state vehicle registration office, or an individual having the owner's consent, was operating the vehicle at the time of the Red Zone Infraction.
(Ord. 2007-1131-E, § 3)

Sec. 636.411. Vehicle Owner Affidavit of Nonresponsibility.
In order for the vehicle owner to establish that the motor vehicle was, at the time of an alleged Red Zone Infraction or Speed Infraction, in the care, custody or control of another person without the consent of the registered owner, the Vehicle Owner is required, within 30 days from the date listed on the Notice of Infraction, to furnish the City an affidavit setting forth the circumstances demonstrating that the motor vehicle was not in the Vehicle Owner's care, custody or control, or that of a person with the Vehicle Owner's consent. The affidavit must be executed in the presence of a notary and include:
(a) If known to the Vehicle Owner, the name, address, and driver's license number of the person who leased, rented, or otherwise had care, custody or control of the motor vehicle at the time of the Red Zone Infraction or Speed Infraction; or
(b) If the vehicle or vehicle registration plate was stolen, the police report indicating the vehicle or vehicle registration plate was stolen at the time of the alleged Red Zone Infraction or Speed Infraction.
(c) The following language immediately above the signature line: "Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true."
Upon receipt of a complete and bona fide affidavit pursuant to this Section, any prosecution of the Notice of Infraction issued to the vehicle owner shall be terminated.
(Ord. 2007-1131-E, § 3)

Sec. 636.412. Penalties.
A Red Zone Infraction, in violation of this Part shall be deemed a non-criminal, moving violation for which a civil penalty in the amount of $125.00 shall be assessed. A Speed Infraction in violation of this Part shall be deemed a non-criminal, moving violation for which a civil penalty shall be assessed according to the following schedule: for speeds 15-19 miles per hour in excess of the lawful speed limit, the penalty shall be $175.00; for speeds of 20-29 miles per hour in excess of the lawful speed limit, the penalty shall be $200.00; for speeds of 30 or more miles per hour over the lawful speed limit, the penalty shall be $300.00. The amount of any civil penalty shall be reduced by $15.00 in the event the Notice of Infraction is paid without contest.
As the violation relates to this Part and not the State Statutes, no points as provided in F.S. 322.27 shall be recorded on the driving record of the vehicle owner or responsible party.
(Ord. 2007-1131-E, § 3)

Sec. 636.413. Administrative Costs.
In addition to the civil penalty assessed pursuant to Section 636.412 and this Part, there shall be imposed and assessed against the violator an administrative cost of $25.00 in the event of an unsuccessful appeal of the Notice of Infraction.
(Ord. 2007-1131-E, § 3)

Sec. 636.414. Collection of Civil Penalties.
The City may establish procedures for the collection of civil penalties and administrative costs imposed herein, and may enforce such penalty by civil action in the nature of debt collection.
(Ord. 2007-1131-E, § 3)

Sec. 636.415. Exceptions.
This Part shall not apply to Red Zone Infractions or Speed Infractions involving vehicle collisions or to any authorized emergency vehicle responding to a *bona fide* emergency.
(Ord. 2007-1131-E, § 3)

Agenda Item 5

Attachment B-5

ATTACHMENT B-5

City of Gulf Breeze

ARTICLE VII. TRAFFIC VIOLATION AUTOMATED ENFORCEMENT*

*Editor's note: Section 1 of Ord. No. 07-06, adopted May 15, 2006, repealed Ord. No. 01-05, adopted Sept. 7, 2005 and Ord. No. 02-06, adopted Feb. 21, 2006, from which §§ 18-110--18-116 derived. Section 2 of said ordinance enacted new provisions to be designated as §§ 18-110--18-116. Former §§ 18-110--18-116 pertained to similar subject matter.

Sec. 18-110. Definitions.

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

Intersection means the area embraced within the prolongation or connection of the lateral curb line; or, if none, then the lateral boundary lines, of the roadways of two roads which join or intersect one another at, or approximately at, right angles; or the area within which vehicles traveling upon different roads joining at any other angle may come in conflict.

Motor vehicle means any self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, motorized scooter, electric personal assisted mobility device, or moped.

Traffic violation photographic system means a device capable of recording a motor vehicle traveling through an intersection in violation of a traffic control signal's steady red light indication.

Traffic control signal means a device exhibiting different colored lights or colored lighted arrows, successively one at a time or in combination, using only the colors green, yellow, and red which indicate and apply to drivers of motor vehicles as provided in F.S. § 316.075.

(Ord. No. 07-06, § 2, 5-15-06)

Sec. 18-111. Adherence to red light traffic control signals.

Motor vehicle traffic facing a traffic control signal's steady red light indication shall stop before entering the crosswalk on the near side of an intersection or, if none, then before entering the intersection and shall remain standing until a green indication is shown on the traffic control signal; however, the driver of a vehicle which is stopped at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection or, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection in obedience of a steady red traffic control signal, may make a right turn (unless such turn is otherwise prohibited by posted sign or other traffic control device) but shall yield right-of-way to pedestrians and other traffic proceeding as directed by the traffic control signal at the intersection. Except as provided in this article, it shall be the responsibility of each owner ofa motor vehicle to make certain that his or her motor vehicle adheres to the requirements of this section.

(Ord. No. 07-06, § 2, 5-15-06)

Sec. 18-112. Traffic enforcement photographic systems.

Any traffic enforcement photographic system must be capable of recording at least two colored digital images such that the images record the rear of a motor vehicle, with at least one of the images clearly recording both the motor vehicle behind the stop bar for a traffic control signal during the time the light is a steady red and the steady red traffic control signal, at least one image clearly recording both the motor vehicle entering the intersection in violation of the steady red traffic control signaland the steady red traffic signal. Additionally, at least one of the images must clearly identify the registration plate of the motor vehicle.
(Ord. No. 07-06, § 2, 5-15-06)

Sec. 18-113. Offense for running red light.

A violation of section 18-111 by any motor vehicle entering an intersection while facing a steady red traffic control signal may be cited as a violation under this section when the violation is recorded by a traffic enforcement photographic system. A violation of this section shall be deemed a civil, noncriminal violation for which a $100.00 civil fee will be assessed against the motor vehicle owner.

The owner of a motor vehicle under this section shall be responsible for paying the civil fee for the violation, except under the following circumstances:
(a) The owner of a motor vehicle cited under this section which was being operated without the permission of the owner shall not be responsible for paying the fee for the violation. This exception applies only if the motor vehicle owner signs and submits an affidavit to the city clerk within 30 days after mailing of the notice of code violation, which affidavit specifically provides that the operator of the motor vehicle was operating the motor vehicle without the permission of the motor vehicle owner and liststhe full name, current address, and driver's license number of the operator of the motor vehicle and how the operator came into possession of the motor vehicle, or the affidavit has attached thereto a stolen motor vehicle report that has been filed with a law enforcement agency.
(b) If the driver of a motor vehicle is issued a notice of code violation by a law enforcement officer for violating a steady red light traffic control signal, the motor vehicle owner may not be issued a separate notice of code violation pursuant to this section as a result of the traffic enforcement photographic system recording the same violation.
(Ord. No. 07-06, § 2, 5-15-06)

Sec. 18-114. Notices of code violations.

(a) *Issuance of notice of code violation.* A notice of any violation of the provisions of this article shall be issued by or under the direction of a sworn law enforcement officer of the Gulf Breeze Police Department.
(b) *Contents of notice.* A notice issued for any violation provisions of this article shall be in a form prescribed by the city and shall contain the following information:
(1) The name and address of the owner of the motor vehicle involved in the violation;
(2) The registration number of the motor vehicle involved in the violation;
(3) The number or section of the code violated;
(4) The location of the intersection where the violation occurred;
(5) The date and time of the violation;
(6) A copy of the recorded image of the violation;
(7) The amount of the fee and charges imposed and the date by which the fee and charges must be paid or appealed;

(8) A statement that a law enforcement officer of the Gulf Breeze Police Department has reviewed and observed the recorded images evidencing the red light infraction and has found reasonable and probable grounds to believe that an offense has been committed and can identify the license tag number of the violating vehicle;
(9) A statement of the time limit within which to file an appeal and describing the procedures for appealing the notice of code violation;
(10) A conspicuous statement that if the owner of the violating motor vehicle fails to pay the civil fee within the time allowed, or fails to timely appeal the violation, the owner shall be deemed to have (i) waived his or her right to contest the notice of code violation and (ii) admitted to the violation reflected in the notice of code violation.
(c) *Manner of delivery of notice.* The notice of code violation shall be sent by regular first-class or certified mail to the address of the motor vehicle owner that is listed as the titled owner of the motor vehicle with the appropriate agency of the state in which the motor vehicle is registered. If there is more than one motor vehicle owner, the notice of code violation shall be sent to the first named motor vehicle owner as listed with said agency as the titled owner of the motor vehicle. The city shall also have the right, but not theobligation, to personally serve the notice of code violation upon the motor vehicle owner.
(Ord. No. 07-06, § 2, 5-15-06)

Sec. 18-115. Payment of civil fee.

(a) *Failure to pay or appeal notice of code violation.* Failure to pay the civil fee or file an appeal within 30 days after the notice of code violation is mailed to or personally served upon the motor vehicle owner shall result in the motor vehicle owner paying the costs and attorney's fees required to collect the civil fee in addition to any other fees and charges. If the motor vehicle owner files an appeal and is unsuccessful, the motor vehicle owner shall be responsible for paying the costs and attorney's fees required to collect the fee, including costs associated with the appeal, in addition to any other fees and costs.
(b) *Suspension of city privileges.* Any motor vehicle owner who fails to pay a fee for a notice of code violation issued pursuant to the provisions of this article shall be suspended, refused and denied any rights and privileges that such person may otherwise be entitled to enjoy, receive, or benefit from the City of Gulf Breeze including, without limiting the generality of the foregoing, the right to obtain and maintain an occupational license, the right to utilize municipal facilities, the right to obtain any licenses or permits contemplated in the code. Any person whose rights and privileges with or from the City of Gulf Breeze have been suspended, refused, and/or denied pursuant to the provisions of this article may purge the suspension and regain entitlement to any rights or benefits that have been refused or denied by this article by paying all fees and charges contemplated in this article associated with a violation hereof.
(Ord. No. 07-06, § 2, 5-15-06)

Sec. 18-116. Obligation of motor vehicle owner upon issuance of notice of code violation.

(a) Upon issuance of a notice of code violation the alleged violator may contest the notice by filing a notice of appeal with the city clerk within 30 days after the notice of code violation is mailed to or personally served upon the motor vehicle owner. Failure to file the notice of appeal within this time period shall constitute a waiver of the right to contest the notice of code violation.

(b) The notice of appeal must set forth the grounds upon which the motor vehicle owner is contesting the notice of code violation. The permissible grounds for a motor vehicle owner to contest a notice of code violation are:

(1) At the time of the violation, the motor vehicle was being operated without the permission of the motor vehicle owner. This exception applies only if the motor vehicle owner signs and submits an affidavit to the city clerk, within 30 days after mailing or personal service of the notice of code violation, which specifically provides that the operator of the motor vehicle was operating the motor vehicle without the permission of the motor vehicle owner and lists the full legal name, current address, and driver's license number of the operator of the motor vehicle and how the operator came into possession of the motor vehicle, or the affidavit has attached thereto a stolen motor vehicle report that has been filed with a law enforcement agency;

(2) The motor vehicle driver was issued a citation by a law enforcement officer, which was separate and distinct from the notice of code violation issued under this article, for violating the steady red traffic control signal;

(3) The motor vehicle driver was required to violate the steady red traffic control signal in order to comply with other governing laws;

(4) The motor vehicle driver was required to violate the steady red traffic control signal in order to reasonably protect the property or person of another;

(5) The steady red traffic control signal was inoperable or malfunctioning; or

(6) Any other reason the trier of fact deems appropriate.

(c) A neutral, unbiased hearing officer shall be appointed by the city to hear any appeals pursuant to this section. The city shall endeavor to schedule a hearing of the appeal within 30 days of the city's receipt of the notice of appeal, provided that the notice of appeal was timely filed with the city clerk.

(d) During a hearing upon any appeal filed pursuant to this section, the recorded images of the violation shall be admissible as evidence of the violation.

(e) If the appeal is rejected or denied, the motor vehicle owner must pay all fees and charges to the city clerk within 30 days of the decision upon the appeal.

(Ord. No. 07-06, § 2, 5-15-06)

Agenda Item 5

Attachment B-6

Williston, FL

ATTACHMENT B-6

ORDINANCE NO. 581

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA ADOPTING A PROGRAM FOR AUTOMATED ENFORCEMENT OF CERTAIN TRAFFIC VIOLATIONS; REQUIRING ADHERENCE TO RED LIGHT TRAFFIC CONTROL SIGNALS; REQUIRING A MOTOR VEHICLE OWNER TO PAY A CIVIL FEE FOR A MOTOR VEHICLE THAT RUNS A RED LIGHT; ALLOWING TRAFFIC ENFORCEMENT PHOTOGRAPHIC SYSTEMS TO RECORD VIOLATIONS OF RED LIGHT TRAFFIC CONTROL SIGNALS; PROVIDING FOR ISSUANCE OF CIVIL NOTICES OF CODE VIOLATION FOR SUCH VIOLATIONS; PROVIDING FOR A METHOD FOR THE MOTOR VEIUCLE OWNER TO APPEAL A NOTICE OF CODE VIOLATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the violation of red light traffic signals is recognized as a cause of motor vehicle collisions;

WHEREAS, the apprehension of violators of red light traffic signal through means of law enforcement observance, chase, and citation is difficult, dangerous, and expensive;

WHEREAS, installation and use of traffic control photographic systems as a means of deterring violations of red light traffic signals have proven to reduce intersection collisions, and may also result in significant reduction in the number of collisions at intersections within the same municipality even though traffic control photographic systems may not be installed at such intersections;

WHEREAS, the installation and use of traffic control photographic systems permit law enforcement resources to be more efficiently utilized in responding to other serious criminal and traffic offenses;

WHEREAS, the City of Williston desires to reduce the number of violations of steady red traffic light signals within the City by installing and implementing traffic control photographic systems and corresponding enforcement procedures;

WHEREAS, Article VIII, Section 2(b), of the Florida Constitution provides that "municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law."

WHEREAS, Florida Statutes Section 166.021(1) of the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes, provides that municipalities "may exercise any power for municipal purposes, except when expressly prohibited by law";

WHEREAS, the State of Florida has legislation making it unlawful for the driver of a motor vehicle to run a steady red light, and provides for a penalty to the driver for this violation if the violation is observed by a traffic enforcement officer; the mere existence of the State regulations do not preclude a municipality from imposing additional requirements as long as no conflict exists;

WHEREAS, the State of Florida's present legislation has proven ineffective at reducing steady red light traffic violations because of the limited number of law enforcement officers available to monitor intersections, and the need to have law enforcement officers respond to other criminal and traffic offenses;

WHEREAS, red light legislation penalizing or assessing civil fees against the owner of a motor vehicle has proven extremely effective at reducing red light violations and traffic accidents;

WHEREAS, this Ordinance does not conflict with any state law, as the subject of this Ordinance assesses non-criminal, civil fees against the owner of a motor vehicle for the violation of a steady red light, whereas state law addresses only the driver's actions; accordingly, the applicable provisions of Florida Statutes Chapters 316 and 318, and the limitations imposed thereby, do not apply to or conflict with this Ordinance;

WHEREAS, Florida Statutes §316.002 provides that "the Legislature recognizes that there are conditions which require municipalities to pass certain other traffic ordinances in regulation of municipal traffic that are not required to regulate the movement of traffic outside of such municipalities, §316.008 enumerates the area within which municipalities may control certain traffic movement or parking in their respective jurisdiction", §316.008(1)(b) and (w) that provide "the provisions of this Chapter shall not be deemed to prevent local authorities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of the police power, from: (b) regulating traffic by means of police officers or official traffic control devices; and (w) regulating, restricting, or monitoring traffic by security devices or personnel on public streets and highways, whether by public or private parties";

WHEREAS, the Office of the Attorney General of the State of Florida has specifically concluded that a local government has the right to install and utilize unmanned cameras to detect vehicles that do not remain stopped and standing at a steady red traffic light as required by Florida Statutes Section 316.075. The Attorney General stated "the use of unmanned cameras to record violations of Section 316.075, Florida Statutes, is not precluded by state law, and represents an innovated approach to detect and deter the dangerous conditions created by drivers who disobey traffic signals." Op. Atty. Gen. 97-06 (January 24, 1997);

WHEREAS, the City Council of the City of Williston desires to improve and further protect public health, safety, and welfare by implementing an automated photographic red light traffic enforcement system in efforts to reduce violations of steady red traffic signals at intersections in the City of Williston;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AS FOLLOWS:

SECTION 1. . DEFINITIONS.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except when the context clearly indicates a different meaning:

Intersection means the area embraced within the prolongation or connection of the lateral curb line; or, if none, then the lateral boundary lines, of the roadways of two roads which join or intersect one another at, or approximately at, right angles; or the area within which vehicles traveling upon different roads joining at any other angle may come in conflict.

Motor vehicle means any self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, motorized scooter, electric personal assisted mobility device, or moped.

Traffic violation photographic system means a device capable of recording a motor vehicle traveling through an intersection in violation of a traffic control signal's steady red light indication.

Traffic control signal means a device exhibiting different colored lights or colored lighted arrows, successively one at a time or in combination, using only the colors green, yellow, and red which indicate and apply to drivers of motor vehicles as provided in Florida Statutes Section 316.075.

SECTION 2. ADHERENCE TO RED LIGHT TRAFFIC CONTROL SIGNALS. Motor vehicle traffic facing a traffic control signal's steady red light indication shall stop before entering the crosswalk on the near side of an intersection or, if none, then before entering the intersection and shall remain standing until a green indication is shown on the traffic control signal; however, the driver of a vehicle which is stopped at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection or, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection in obedience of a steady red traffic control signal, may make a right turn (unless such turn is otherwise prohibited by posted sign or other traffic control device) but shall yield right-of-way to pedestrians and other traffic proceeding as directed by the traffic control signal at the intersection. Except as provided in this Ordinance, it shall be the responsibility of each owner of a motor vehicle to make certain that his or her motor vehicle adheres to the requirements of this Section.

SECTION 3. TRAFFIC ENFORCEMENT PHOTOGRAPHIC SYSTEMS. Any traffic enforcement photographic system must be capable of recording at least two colored digital images such that the images record the rear of a motor vehicle, with at least one of the images clearly recording both the motor vehicle behind the stop bar for a traffic control signal during the time the light is a steady red and the steady red traffic control signal, at least one image clearly

recording both the motor vehicle entering the intersection in violation of the steady red traffic control signal and the steady red traffic signal. Additionally, a least one of the images must clearly identify the registration plate of the motor vehicle.

SECTION 4. OFFENSE FOR RUNNING RED LIGHT. A violation of Section 2 by any motor vehicle entering an intersection while facing a steady red traffic control signal may be cited as a violation under this section when the violation is recorded by a traffic enforcement photographic system. A violation of this section shall be deemed a civil, noncriminal violation for which a $100.00 civil fee will be assessed against the motor vehicle owner. The owner of a motor vehicle under this section shall be responsible for paying the civil fee for the violation, except under the following circumstances: (a) The owner of a motor vehicle cited under this section which was being operated without the permission of the owner shall not be responsible for paying the fee for the violation. This exception applies only if the motor vehicle owner signs and submits an affidavit to the City Clerk within twenty-one (21) days after mailing of the Notice of Code Violation, which affidavit specifically provides that the operator of the motor vehicle was operating the motor vehicle without the permission of the motor vehicle owner and lists the full name, current address, and driver's license number of the operator of the motor vehicle and how the operator came into possession of the motor vehicle, or the affidavit has attached thereto a stolen motor vehicle report that has been filed with a law enforcement agency; or (b) If the driver of a motor vehicle is issued a Notice of Code Violation by a law enforcement officer for violating a steady red light traffic control signal, the motor vehicle owner may not be issued a separate Notice of Code Violation pursuant to this section as a result of the traffic enforcement photographic system recording the same violation.

SECTION 5. NOTICES OF CODE VIOLATIONS.

(a) *Issuance of Notice of Code Violation.* A notice of any violation of the provisions of this Article shall be issued by or under the direction of a sworn law enforcement officer of the Williston Police Department within 30 days of violation.

(b) *Contents of Notice.* A notice issued for any violation provisions of this Article shall be in a form prescribed by the City and shall contain the following information:

(1) the name and address of the owner of the motor vehicle involved in the violation;

(2) the registration number of the motor vehicle involved in the violation;

(3) the number or section of the Code violated;

(4) the location of the intersection where the violation occurred;

(5) the date and time of the violation;

(6) a copy of the recorded image of the violation;

(7) the amount of the fee and charges imposed and the date by which the fee and charges must be paid or appealed;

(8) a statement that a law enforcement officer of the Williston Police Department has reviewed and observed the recorded images evidencing the red light infraction and has found reasonable and probable grounds to believe that an offense has been committed and can identify the license tag number of the violating vehicle;

(9) a statement of the time limit within which to file an appeal and describing the procedures for appealing the Notice of Code Violation;

(10) a conspicuous statement that if the owner of the violating motor vehicle fails to pay the civil fee within the time allowed, or fails to timely appeal the violation, the owner shall be deemed to have (i) waived his or her right to contest the Notice of Code Violation and (ii) admitted to the violation reflected in the Notice of Code Violation.

(c) *Manner of Delivery of Notice.* The Notice of Code Violation shall be sent by regular first-class or certified mail to the address of the motor vehicle owner that is listed as the titled owner of the motor vehicle with the appropriate agency of the state in which the motor vehicle is registered. If there is more than one motor vehicle owner, the Notice of Code Violation shall be sent to the first named motor vehicle owner as listed with said agency as the titled owner of the motor vehicle. The City shall also have the right, but not the obligation, to personally serve the Notice of Code Violation upon the motor vehicle owner.

SECTION 6. PAYMENT OF CIVIL FEE.

(a) *Failure to Pay or Appeal Notice of Code Violation.* Failure to pay the civil fee or file an appeal within thirty (30) days after the Notice of Code Violation is mailed to or personally served upon the motor vehicle owner shall result in the motor vehicle owner paying the costs and attorney's fees required to collect the civil fee in addition to any other fees and charges. If the motor vehicle owner files an appeal and is unsuccessful, the motor vehicle owner shall be responsible for paying the costs and attorney's fees required to collect the fee, including costs associated with the appeal, in addition to any other fees and costs.

(b) *Suspension of City Privileges.* Any motor vehicle owner who fails to pay a fee for a Notice of Code Violation issued pursuant to the provisions of this Article shall be suspended, refused and denied any rights and privileges that such person may otherwise be entitled to enjoy, receive, or benefit from the City of Williston including, without limiting the generality of the foregoing, the right to obtain and maintain an occupational license, the right to utilize municipal facilities, the right to obtain any licenses or permits contemplated in the Code. Any person whose rights and privileges with or from the City of Williston have been suspended, refused, and/or denied pursuant to the provisions of this Article may purge the suspension and regain entitlement to any rights or benefits that have been refused or denied by this Article by paying all fees and charges contemplated in this Article associated with a violation hereof.

SECTION 7. OBLIGATION OF MOTOR VEHICLE OWNER UPON ISSUANCE . OF NOTICE OF CODE VIOLATION.

(a) Upon issuance of a Notice of Code Violation the alleged violator may contest the Notice by filing a notice of appeal with the Secretary of the City's Code Enforcement Board within thirty (30) days after the Notice of Code Violation is mailed to or personally served upon the motor vehicle owner. Failure to file the notice of appeal within this time period shall constitute a waiver of the right to contest the Notice of Code Violation.

(b) The notice of appeal must set forth the grounds upon which the motor vehicle owner is contesting the Notice of Code Violation. The permissible grounds for a motor vehicle owner to contest a Notice of Code Violation are:

(1) At the time of the violation, the motor vehicle was being operated without the permission of the motor vehicle owner. This exception applies only if the motor vehicle owner signs and submits an affidavit to the Police Department, within thirty (30) days after mailing or personal service of the Notice of Code Violation, which specifically provides that the operator of the motor vehicle was operating the motor vehicle without the permission of the motor vehicle owner and lists the full legal name, current address, and driver's license number of the operator of the motor vehicle and how the operator came into possession of the motor vehicle, or the affidavit has attached thereto a stolen motor vehicle report that has been filed with a law enforcement agency;

(2) The motor vehicle driver was issued a citation by a law enforcement officer, which was separate and distinct from the Notice of Code Violation issued under this Article, for violating the steady red traffic control signal;

(3) The motor vehicle driver was required to violate the steady red traffic control signal in order to comply with other governing laws;

(4) The motor vehicle driver was required to violate the steady red traffic control signal in order to reasonably protect the property or person of another;

(5) The steady red traffic control signal was inoperable or malfunctioning; or

(6) Any other reason the trier of fact deems appropriate.

(c) The City Code Enforcement Board shall hear appeals pursuant to this Section. The Board shall endeavor to schedule a hearing of the appeal within thirty (30) days of the City's receipt of the notice of appeal, provided that the notice of appeal was timely filed.

(d) During a hearing upon any appeal filed pursuant to this Section, the recorded images of the violation shall be admissible as evidence of the violation.

(e) If the appeal is rejected or denied, the motor vehicle owner must pay all fees and charges to the City within thirty (30) days of the decision upon the appeal.

SECTION 8. Severability. If any section, paragraph, sentence, clause, phrase or word of the Ordinance is for any reason held by any Court to be unconstitutional, inoperative, invalid or void, such holding shall in no manner effect the validity of the remaining portions of this Ordinance.

SECTION 9. Conflict. The provisions of this Ordinance shall be deemed to control and prevail over any ordinance or portion thereof in conflict with the terms hereof.

SECTION 10. Effective Date. This Ordinance shall become effective upon adoption by the City Council.

PASSED ON THE FIRST READING ON THE 22nd DAY OF January, 2008.

PASSED ON THE SECOND READING ON THE 5th DAY OF February, 2008.

ATTEST:

BY: Barbara Henson
Barbara Henson, City Clerk

CITY OF WILLISTON, FLORIDA

By: Debra F. Jones
Debra F. Jones, President, City Council

Agenda Item 5

Attachment C

080808 Cutler Bay Attorney Opinion

Office of the Town Attorney

Mitchell A. Bierman
Town Attorney

MEMORANDUM

To: The Honorable Mayor and Town Council

From: Mitchell Bierman, Town Attorney
Andrew Mai and Michael L. Stines, Town Attorneys

Date: December 14, 2007

Re: Red Light Camera Enforcement

The running of red lights causes a safety hazard. New camera technology has been developed which allows remote recordation of red light violations. The legislature, recognizing this danger has considered adopting legislation specifically allowing for use of remote cameras to record and pursue red light violators. However, the legislature again failed to adopt this legislation in 2007.

Several municipalities have chosen to enforce red light regulations using remote cameras without specific state legislation granting such authority.

The Municipal Home Rule Powers Act (Ch. 166, F. S.) grants to municipalities broad home rule powers. Section 166.021(1) states:

> As provided in s. 2(b), Art. VIII of the State Constitution, municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law.

Therefore, unless expressly prohibited by law, municipalities may use red light cameras.

State Statutes

Section 316.008(1)(w), Fla. Stat. (2007), expressly authorizes local authorities to, "monitor traffic by security devices or personnel on public streets." Section 316.002, Fla. Stat. 2007, forbids passing or enforcing an ordinance which is in conflict with the provisions of state law. Section 316.007, Fla. Stat. (2007), provides that, "no local authority shall enact or enforce any ordinance on a matter covered by this chapter unless expressly authorized." Section 316.075, Fla. Stat. (2007), contains enforcement and penalty provisions for violations of traffic control signal lights. See AGO 2005-41.

Arguably, a red light camera ordinance adopted by a municipality forbidding running of red lights and providing for enforcement through a remote camera system, is authorized through Section 316.008(1)(w), Fla. Stat. (2007). In order to use the remote camera system, which is a security device under 316.008(1)(w), a municipality must create a new enforcement system since the normal citation system involving issuance of a citation by an officer is impossible when the violation is being registered by a remote camera rather than an officer on the scene. Therefore, the authority granted in Section 316.008(1)(w), Fla. Stat. (2007), authorizes a municipality to create an ordinance enforcement system and as long as it does not conflict with state law. See Section 316.007, Fla. Stat. (2007). The proposed ordinance does not conflict with state law in that it seeks to prohibit red light running, an act already prohibited by Chapter 316.

Further, the proposed enforcement system using unmanned cameras later examined by a Traffic Control Infraction Officer is almost identical to the means by which the State of Florida enforces toll violations on state toll roads. This system has been determined to be fair, reasonable and sufficient by the state legislature and could be helpful in the event of a challenge to the structure or process set forth in the proposed ordinance. See Section 316.1001, Fla. Stat. (2007).

AGO 2005-41 may offer further support that the proposed ordinance does not conflict with state law. AGO 2005-41 states,

"In light of the proscription contained in section 316.007, Florida Statutes, that 'no local authority shall enact or enforce any ordinance on a matter covered by this chapter unless expressly authorized,' this office continues to be of the opinion expressed in Attorney General Opinion 97-06 that legislative changes are necessary before local governments may issue **traffic citations and penalize drivers** who fail to obey red light indications on traffic signal devices."

AGO 2005-41 and Chapter 316, Florida Statutes do not address the propriety of the issuance of a notice of code infraction. Nor do they contemplate whether the penalization of owners of vehicles would be prohibited. Therefore, a good faith argument supported by AGO 2005-41 can be made that the act of issuing notices of infraction to owners of vehicles as a method of enforcement has not been preempted by Chapter 316, Florida Statutes, but rather supplements the enforcement and penalties provisions therein.

County Code

Section 30-203 of the Miami Dade County code entitled, "Applicability of chapter." provides,

> "This chapter shall pertain to all violations hereof within the County, and supersedes and nullifies any and all municipal ordinances or codes and any and all County ordinances or codes relative to the regulation of traffic and its enforcement, except as otherwise provided in Chapter 25 of this Code. This chapter is applicable in all the unincorporated and incorporated areas of the County."

Section 30-281 of the County Code forbids running of red lights. Sec. 30-204 "Enforcement" vests enforcement of the traffic laws with municipalities stating:

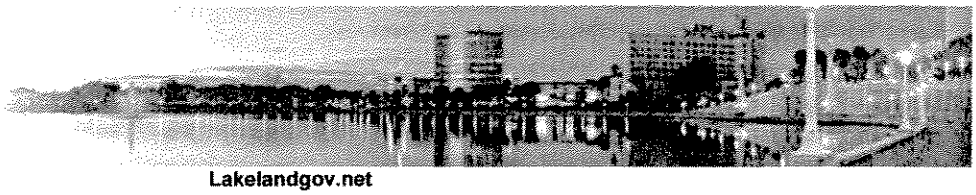
> "(3) *Municipalities.* The Police Department of each chartered municipality shall enforce the traffic laws of this State on all the streets and highways thereof and elsewhere throughout the municipality, wherever the public has the right to travel by motor vehicle within the respective municipalities; provided, however, nothing in this act shall affect any law, general, special or otherwise, in effect on the effective date of this act relating to "hot pursuit" without the boundaries of the municipality."

Arguably, the red light camera ordinance adoption by a municipality is authorized by Section 30-204 of the County Code as an enforcement mechanism, especially since the County also forbids the running of red lights.

Conclusion

State and County law forbid the running of red lights. Municipalities have been delegated the responsibility of enforcing these traffic regulations. This delegation authorizes the municipality the right to create red light camera ordinances in order to enforce the regulations.

ATTACHMENT C



Lakelandgov.net

Tuesday, February 3, 2009

Purchasing Division

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NOTICE

REQUEST FOR PROPOSAL

RED LIGHT TRAFFIC SIGNAL CAMERA ENFORCEMENT SYSTEM FOR THE CITY OF LAKELAND

MAY 16, 2008

R.F.P. NO. 8158

Sealed proposals will be received by the Purchasing Manager, City of Lakeland, Florida, 1140 East Parker Street, Lakeland, Florida 33801 until 2:00 p.m. - Friday - June 6, 2008 at which time and place proposal submittals received will be publicly opened in the office of the Purchasing Manager and read aloud for the following:

Proposal Documents may be requested by visiting our Website at http://www.lakelandgov.net or by contacting the City of Lakeland Purchasing Division @ (863) 834-6780, on or before, May 30, 2008. Proposal Documents are Required for Submittal. Any Respondent that Does Not Have a City of Lakeland Bidder Number Should Visit the Above Website and Complete a Bidder's Application.

THIS REQUEST FOR PROPOSAL IS SEEKING A QUALIFIED AND EXPERIENCED COMPANY FOR THE ADMINISTRATION AND SERVICING OF A RED LIGHT CAMERA PROGRAM. THIS SYSTEM SHOULD COMBINE VEHICLE DETECTION AND DIGITAL IMAGING TECHNOLOGY WITH A COMPLETE TURNKEY PROGRAM FOR SUPPLYING, INSTALLING AND MAINTAINING THE CAMERAS INCLUDING A BACK OFFICE VIOLATION PROCESSING SERVICE WITH THE ABILITY TO REVIEW IMAGES; ACCESS MOTOR VEHICLE REGISTRATION DATA; PERFORM FINAL QUALITY CONTROL; PRINT AND MAIL NOTICES; MONITOR DISPOSITION OF NOTICES AND PROVIDE ADJUDICATION SUPPORT AND SERVICES. THE PROJECT SCOPE INCLUDES THE DEPLOYMENT OF A MINIMUM OF FOUR (4) CITY NOMINATED INTERSECTION APPROACHES, INSTALLATION AND MAINTENANCE OF ALL EQUIPMENT AND PROVISION OF A TURNKEY VIOLATION NOTICE PROCESSING SYSTEM FOR THE ISSUANCE AND ADJUDICATION OF RED LIGHT RUNNING VIOLATIONS. THE SUCCESSFUL RESPONDENT SHALL ALSO WARRANT AND MAINTAIN ALL EQUIPMENT PROVIDED TO THE CITY THROUGH THE DURATION OF THE CONTRACT. THE PROPOSALS SUBMITTED SHALL BE IN COMPLETE ACCORDANCE WITH, WITHOUT LIMITATION, THIS REQUEST FOR PROPOSAL, THE ATTACHED CITY OF LAKELAND SPECIFICATION, ALL CODES AND REQUIREMENTS REFERENCED THEREIN.

Note: The Initial Contract Term shall be Three (3) Years with an option to extend the contract for Two (2) additional years upon mutual consent.

For any further Technical Information or clarification contact: Mr. Palmer Davis, Assistant City Attorney, @ (863) 834-6010.

Please refer Commercial Inquiries to: Mr. John Hilton, Assistant Purchasing Manager, @ (863) 834-6780.

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: November 3, 2008

RE: **Agreement with American Traffic Solutions, Inc. for Installation and Operation of Red Light Cameras**

Attached for your consideration is an Agreement with American Traffic Solutions, Inc. (ATS) for the installation and operation of red light cameras at selected intersections throughout Lakeland. ATS's services under the Agreement will include:

- Installing, operating and maintaining red light cameras at intersections selected by the City;
- Assisting the City with a public education and outreach campaign;
- Providing a back-office, automated web-based violation processing system that will include image review, mailing violation notices with color images of violations, mailing follow-up notices and processing payments;
- Providing statistical reports of violations; and
- Providing expert witnesses to testify as to the accuracy, technical operation and effectiveness of the system.

Lakeland Police Department personnel will be provided access to ATS's database and will review images to confirm the existence of a violation before a violation notice is mailed to the motor vehicle owner. ATS will then handle the mailing of notices and initial collection efforts. ATS's fees under the Agreement will be $125 for the first paid citation per camera per day, $25 each for the second and third paid citations per camera per day, and $10 for the fourth and subsequent paid citations per camera per day. The Agreement guarantees that the City will never have to pay ATS for any fees or costs in excess of program revenues.

It is recommended that the appropriate City officials be authorized to execute the attached Agreement with American Traffic Solutions, Inc.

PCD

attachment

PROFESSIONAL SERVICES AGREEMENT
"AGREEMENT"

THIS AGREEMENT made this _____ day of _____, 2008 between American Traffic Solutions, LLC. (herein "ATS"), with its principal place of business at 7681 East Gray Road, Scottsdale, Arizona, and the City of Lakeland, herein "Customer", with principal offices at 228 S. Massachusetts Avenue, Lakeland, FL 33801.

WITNESSETH:

WHEREAS, ATS has the exclusive knowledge, possession and ownership of certain equipment, licenses, and processes, referred to collectively as the "Axsis™ System" (herein "Axsis"), and

WHEREAS, Customer desires to use the Axsis™ System to monitor and enforce red light violations;

NOW THEREFORE, the parties agree:

1. DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"**Citation**" *means a citation or notice of violation or equivalent instrument issued by a competent state or* municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by Axsis™.

"Paid Citation" means a situation where the person cited has entered a plea of guilty and paid any portion of *the fine and applicable costs associated with the particular citation.*

"**Person**" or "**persons**" means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

"**Camera System**" means a photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device capable of accurately detecting a traffic infraction on up to four contiguous lanes controlled by up to two (2) signal phases and which records such data with one or more images of such vehicle. "Camera System" shall also, where the sense requires, include any enclosure or cabinet and related appurtenances in which the Axsis™ is stationed.

"Recorded Image" means an image digitally recorded by a Camera System.

"Approach" is defined as one direction of travel of one or more lanes on a road or a traffic intersection up to four (4) contiguous lanes controlled by up to two (2) signal phases.

"**Violation**" *means failure to obey an applicable traffic law or regulations, including, without limitation, failure to* obey a traffic signal.

"VIMS Analysis" is a statistical assessment of violation rates at suspected problem intersections and approaches to determine the need for a red light system.

"Owner" means the owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country.

"Traffic Control Signal" means a traffic control device that displays alternating red, yellow and green lights intended to direct traffic when to stop at or proceed through an intersection.

2. ATS AGREES TO PROVIDE:

The scope of work identified in Exhibit "A, Section 1"

3. CUSTOMER AGREES TO PROVIDE:

The scope of work identified in Exhibit "A, Section 2."

4. TERM AND TERMINATION:

a. This contract shall be effective on the signature date above.

b. The term of this Agreement shall be for three (3) years beginning on the date of first issued and payable notice of a violation from the last installed Camera System (the "Start Date") and may be automatically extended for two additional one (1) year periods. However, Customer may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement 120 days prior to the expiration of the current term.

c. ATS's services may be terminated:

i) By mutual written consent of the parties;

ii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within forty-five (45) days after receiving notice.

iii) For convenience, by either party in the event that state legislation, a decision by a court of competent jurisdiction, or other change in state law or circumstances materially interferes with the terms of this Agreement or the ability of a party to perform its obligations under the terms of this Agreement. In any termination for convenience, ATS shall retain an amount of revenue collected from the program sufficient to cover ATS's costs in excess of fees paid to date but the Customer shall in no event be responsible for the payment of any of ATS's fees or costs in excess of program revenue.

d. Upon termination of this Agreement, either for breach or because it has reached the end of its term, the parties recognize that the Customer will have to process traffic law violations in the "pipeline," and that ATS accordingly must assist the Customer in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: The Customer shall cease using the Axsis™ System, shall return or allow ATS to recover all provided equipment within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless directed by the Customer not to do so, ATS shall continue to process all images taken by the Customer before termination and provide all services associated with processing in accordance with this Agreement, and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect.

e. Termination as provided above shall not be construed to limit either party's right to pursue any other legal or equitable remedy that may be available to the party for a material breach of this Agreement.

5. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

6. FEES AND PAYMENT:

Customer shall pay for all equipment, services and maintenance based on the fee schedule indicated in Exhibit A, Schedule 1, ("Fees"). Provided, the Customer shall in no event be responsible for the payment of any of ATS's fees or costs in excess of program revenue.

The Customer shall pay all fees due ATS based upon invoices from the preceding month within 30 days of submission. Late payments are subject to interest calculated at 1.5% per month on open balances.

Unit prices will be fixed for the first three (3) years of the first term and thereafter on each anniversary date of the term unit prices will increase by the CPI, according to the average change during the prior 12 months in the Consumer Price Index for All Urban Consumers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor.

7. INTERSECTION AND VIOLATION RATE ANALYSIS:

Prior to implementing the Axsis System, ATS may conduct an analysis of each Approach being considered for a Camera System. If ATS deems necessary, ATS will use the Axsis™ VIMS (Violation Incident Monitoring System) or other tool or means to complete the analysis over a 4 to 24 hour period. The Customer will be provided a report on violations recorded at each monitored approach, including the time of day and lanes on which the violations occurred. For any Approach recommended by the Customer, ATS may install a Camera System. However, ATS may elect not to install a Camera System where traffic violation data does not support installation of the Axsis System.

8. COMMUNICATION OF INFORMATION:

ATS agrees that all information obtained by ATS through operation of the Axsis System shall be made available to the Customer at any time during ATS's normal working hours, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of citations or the fulfillment of Customer's obligation under this Agreement.

9. CONFIDENTIAL INFORMATION:

No information given by ATS to Customer will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by ATS. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable. ATS shall not use any information acquired by this program with respect to any violations or the Customer's law enforcement activities for any purpose other than the program.

10. OWNERSHIP OF SYSTEM:

It is understood by the Customer that the System being installed by ATS is, and shall remain, the sole property of ATS, unless separately procured from ATS through a lease or purchase transaction. The System is being provided to Customer only under the terms and for the term of this Agreement.

11. INDEMNIFICATION AND INSURANCE; SAFETY:

ATS shall comply with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement and shall comply with the maintenance procedures and manufacturer recommendations for operation of the Axsis™ equipment which affect this Agreement, and shall indemnify and save harmless the Customer against claims arising from violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the negligence or willful misconduct of ATS, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of Customer.

ATS shall indemnify the Customer and maintain insurance in accordance with the requirements set forth on Exhibit B. ATS shall comply with the safety specifications set forth on Exhibit C.

Inasmuch as the Customer is a body politic and corporate, the laws from which Customer derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, the Customer may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. The Customer shall be responsible for vehicle insurance coverage on any vehicles driven by Customer employees. Coverage will include liability and collision damage.

12. STATE LAW TO APPLY:

This Agreement shall be construed under and in accordance with the laws of the State of Florida.

13. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between senior management of both parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The

mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

a. Failing resolution through negotiation or mediation, the parties may institute litigation in the courts of Polk County, Florida or the United States Middle District Court of Florida to resolve any remaining dispute. The parties hereby waive their right to a trial by jury as well as any right to recover punitive damages for any claim arising out of this contract.

14. AMENDMENTS TO THE AGREEMENT:

The Customer may from time to time consider it in its best interest to change, modify or extend term, conditions or covenants of this Agreement or require changes in the scope of the Services to be performed by ATS, or request ATS to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of ATS's compensation, which are mutually agreed upon by and between the Customer and ATS shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate the procurement process or this Agreement nor relieve or release ATS or the Customer of any of its obligations under this Agreement unless stated therein

15. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement shall not be subject to any rule requiring construction against the drafter hereof. The fact that one of the parties may have drafted or structured any provision of this Agreement or any document attached as an exhibit hereto shall not be considered in construing the particular provision either in favor of or against such party. All exhibits and schedules referenced herein are hereby made a part of this Agreement as if fully set forth herein.

16. PRIOR AGREEMENT SUSPENDED:

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understanding, written or oral, between the parties respecting the written subject matter.

17. NO AGENCY:

ATS is an independent contractor providing services to the Customer and the employees, agents and servants of ATS shall in no event be considered to be the employees, agents, or servants of the Customer. This contract is not intended to create an agency relationship between ATS and the Customer.

18. FORCE MAJEURE:

Neither party will be liable to the other or be deemed to be in breach of this agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by ATS. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

19. TAXES:

In the event that any excise, sales or other taxes are due relating to this service contract, the Customer will be

responsible for the payment of such taxes.

20. NOTICES:

Any notices or demand which under the terms of this Agreement or under any statute must or may be given or made by ATS or Customer shall be in writing and shall be given or made by personal service, telegram, first class mail, FedEx, or by certified or registered mail to the parties at the following address:

City of Lakeland
228 S. Massachusetts Avenue
Lakeland, FL 33801
Attn: City Attorney

American Traffic Solutions, LLC.
7681 E. Gray Rd
Scottsdale, AZ 85260
Attn: Chief Operating Officer

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date on Page 1.

AMERICAN TRAFFIC SOLUTIONS, LLC.

_____
Adam E. Tuton, Manager

CITY OF LAKELAND

_____
Ralph L. Fletcher, Mayor

ATTEST:

_____
Kelly Koos, City Clerk

Approved as to form and correctness:

_____
Timothy J. McCausland, City Attorney

Exhibit A
ATS SCOPE OF WORK

1. AMERICAN TRAFFIC SOLUTIONS (ATS) SCOPE OF WORK

1.2 ATS IMPLEMENTATION

1.2.1 ATS agrees to provide a turnkey solution for Camera Systems to the Customer wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of ATS, except for those items identified in Section 2 titled "Customer Scope of Work". ATS and the Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by the Customer, unless otherwise specified, the Customer shall not charge ATS for the cost. All other in-scope work, external to the Customer, is the responsibility of ATS.

1.2.2 ATS agrees to make every effort to adhere to the Project Time Line agreed upon between the parties.

1.2.3 ATS will assist the Customer with video evaluation of candidate sites using the Axsis VIMS system.

1.2.4 ATS will install Camera Systems at a number of intersection or grade crossing approaches to be agreed upon between ATS and the Customer after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where Camera Systems are installed and maintained.

1.2.5 ATS will operate each Camera System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.

1.2.6 ATS' in-house marketing department will assist the Customer with public information and outreach campaign strategies. In addition, depending upon the agreed-upon strategy, ATS may pay for agreed upon extra scope expenditures for public relations consultants, advertising, or media relations provided that such extra scope expenditures will be reimbursed to ATS from collected revenues.

1.2.7 ATS agrees to provide a secure web site (www.violationinfo.com) accessible to citation recipients (defendants) by means of a Notice # and a PIN, which will allow violation image and video viewing.

1.2.8 The Customer and ATS will complete the Project Business Process Work Flow design within 30 calendar days of contract signature.

1.2.9 ATS normally shall provide technician site visits to each Camera System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and general system inspection and maintenance.

1.2.10 ATS shall repair a non-functional Camera System within 72 business hours of determination of a malfunction.

1.2.11 ATS shall repair the Axsis VPS system within 1 business day from the time of the outage. Outages of Customer internet connections or infrastructure are excluded from this service level.

1.2.12 For any city using ATS lockbox or epayment services, ATS will establish a demand deposit account bearing the title, "American Traffic Solutions, LLC. as agent for Customer" at U.S. Bank. All funds collected on behalf of the Customer will be deposited in this account and transferred by wire the first business day of each week to the Customer's primary deposit bank. The Customer will identify the account to receive funds wired from U.S. Bank. Customer shall sign a W-9 and blocked account agreement, to be completed by the Customer, to ensure the Customer's financial interest in said U.S. Bank account is preserved.

1.3 ATS OPERATIONS

1.3.1 ATS shall provide the Customer with an optional one-time warning period up to 30 days in length at the outset of the program.

1.3.2 ATS shall provide the Customer with an automated web-based citation processing system (Axsis™ VPS) including image processing, 1st notice color printing and mailing of Citation or Notice of Violation per chargeable event and a mailing of a text only reminder notice. Each Citation or Notice of Violation shall be delivered by First Class mail to the registered owner within the statutory period. Mailings to owners responding to first notices identifying drivers in affidavits of non-liability or by rental car companies are also included according to each pricing option.

1.3.3 Subsequent notices (such as pre-collection letters) may be delivered by First Class or other mail means for additional compensation to ATS as agreed by the parties in Schedule 1.

1.3.4 ATS shall apply an electronic signature to the citation when authorized to do so by an approving law enforcement officer.

1.3.5 ATS shall obtain in-state vehicle registration information necessary to issue citations assuming that it is named as the Customer's agent.

1.3.6 ATS shall seek records from out-of-state vehicle registration databases and apply records found to Axsis to issue citations for the Customer according to each pricing option.

1.3.7 If Customer is unable to or does not desire to integrate ATS data to its court system, ATS shall provide an on-line court processing module, which will enable the court to review cases, related images, correspondence and other related information required to adjudicate the disputed citation. The system will also enable the Court staff to accept and account for payments. Any costs charged by a third party vendor to integrate the ATS system to a court computer system shall be borne by the Customer. ATS may agree to cover these up front costs and recover the costs from the collected revenue in addition to its normal fees.

1.3.8 The Axsis™ VPS system, which provides the Customer with ability to run and print any and all standard system reports.

1.3.9 If required by the court, hearing officer or prosecutor, ATS shall provide the Customer with, or train a local expert witness able to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axsis™ System until judicial notice is taken.

1.3.10 In those instances where damage to a Camera System or sensors is caused by negligence on the part of the Customer or its authorized agent(s), ATS will provide Customer an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, ATS shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. ATS shall bear the cost to replace or repair equipment damaged in all other circumstances.

1.3.11 ATS shall provide a help line to help the Customer resolve any problems encountered regarding its Red Light Camera System and/or citation processing. The help line shall function during normal business hours.

1.3.12 As part of its turnkey system, ATS shall provide violators with the ability to view violations online. This online viewing system shall include a link to the ATS payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Online obtained affidavits, if approved by the Customer, shall be directed to and processed by ATS and communicated to the Customer via the Axsis VPS transfer described above.

2. CUSTOMER SCOPE OF WORK

2.2 GENERAL IMPLEMENTATION REQUIREMENTS

2.2.1 Within 7 business days of contract execution, the Customer shall provide ATS with the name and contact information for a project manager with authority to coordinate Customer responsibilities under the Agreement.

2.2.2 Omitted.

2.2.3 The Customer shall make every effort to adhere to the Project Time Line to be agreed upon between the parties.

2.2.4 The Customer shall direct the Chief of Police or approved alternate execute the ATS DMV Subscriber Services Agreement (Schedule 2) to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that ATS is acting as an Agent of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. § 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.

2.2.5 The Customer and ATS shall complete the Project Business Process Work Flow design within 30 calendar days of contract signature.

2.3 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

2.3.1 If the Customer chooses to move a Camera System to a new approach after initial installation, it shall pay the costs to relocate the System.

2.3.2 Customer will design, fabricate, install and maintain red light camera warning signs. If Customer cannot provide such signage, ATS will do so and charge the costs to the client.

2.3.3 The Customer shall provide access to traffic signal phase connections according to approved design for traffic signals owned and operated by the Customer.

2.3.4 Customer shall allow ATS to access power from existing power sources at no cost and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within the Customer's jurisdiction. Provided, Customer shall not be responsible for providing access to Florida Department of Transportation equipment or infrastructure or any other jurisdiction's equipment or infrastructure. The costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by Customer. ATS may agree to cover these up front costs and recover the costs from the collected revenue in addition to its normal fees.

2.3.5 The Customer shall not require ATS to provide installation drawings stamped by a licensed civil engineer. However, ATS work product and drawings shall be overseen

and approved by an ATS PE and such deliverables shall conform to applicable engineering norms and reflect the details of installation work to be completed.

2.3.6 The Customer shall approve or reject ATS submitted plans within 7 business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed 10 business days.

2.3.7 The Customer shall not charge ATS or its subcontractor for building, construction, street use and/or pole attachment permits.

2.4 POLICE DEPARTMENT OPERATIONS

2.4.1 The Police Department shall process each potential violation in accordance with State Laws and/or City Ordinances within 3 business days of its appearance in the Police Review Queue, using Axsis™ to determine which violations will be issued as Citations or Notices of Violation.

2.4.2 Police Department workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024.

2.4.3 For optimal data throughput, Police Department workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.

2.4.4 Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by ATS.

2.5 CUSTOMER OPERATIONS

2.5.1 If Customer does not provide payment processing services, Customer shall use ATS payment processing services. The fees for lockbox and epayment services are presented on Schedule 1.

2.5.2 Customer shall provide a hearing officer and facilities to schedule and hear disputed citations.

2.5.3 Customer shall provide the specific text required to be placed on the Citation notice to be issued by ATS within 30 calendar days of contract signature.

2.5.4 The Customer shall approve the Citation form within 15 days receipt from ATS.

2.5.5 Omitted.

2.5.6 Within 10 days after expiration of a second notice, the Customer shall pursue delinquent collections of unpaid notices with an existing contractor or ATS.

2.5.7 Any potential, one time, direct costs to ATS to develop an interface between the Court system will be initially paid by ATS and any such costs will be reimbursed to ATS from collected revenues in addition to its normal fees.

2.6 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

2.6.1 In the event that remote access to the ATS Axsis VPS System is blocked by Customer network security infrastructure, the Customer's Department of Information Technology shall coordinate with ATS to facilitate appropriate communications while maintaining required security measures.

Schedule 1

Service Fee Schedule

Description of Pricing	Fee
Tiered Fee per Paid Citation (one camera / rear imaging) This fee schedule reduces the incremental cost to the City as the number of paid notices increases.	
1st Tier Fee (First paid notice per day per camera) 2nd Tier Fee (Next 2 paid notices per day per camera) 3rd Tier Fee (Additional paid notices per day per camera) Fee structure for program is averaged across all operational cameras. (For example, if City has 10 operational cameras, Tier 1 would apply for the first 10 paid citations for the program per day, etc.) Invoicing Example: Two operational cameras Camera 1 generates 7 paid citations per day (210 per month) Camera 2 generates 1 paid citation per day (30 per month) Average for City is 4 paid citations per day per camera The invoice for the month would show 60 payments at $125 each, 120 payments at $25 each and 60 payments at $10 each. Includes red light camera equipment for a 4-lane approach with up to 2 signal phases, installation, maintenance, violation processing services, Florida DMV records access, mailing of 1st notice in color with return envelope, mailing of 2nd notice, web-payments access, call center support for general program questions and public awareness program support.	$125 $25 $10
Additional Services Applicable to All Offerings Noted Above	
Pre-collection Letters	10% of recovered revenue
Delinquent Collections Services	30% of recovered revenue

Schedule 2

DMV Subscriber Agreement

ATS requires that your agency certify the intended use of the information made available to your agency through our services and that such uses are in compliance with the Federal Drivers Privacy Protection Act Title XXXI and other applicable laws governing dissemination of public records. Based on your agency's intended use of such information, ATS will either grant permission to use the service or deny the application. Please specify any of the following permissible uses under §2721 that apply:

☐ (1) For use by any government agency, including any court of law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.

☐ (4) For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.

☐ (7) For use in providing notice to the owners of towed or impounded vehicles.

☐ (10) For use in connection with the operation of private toll transportation facilities.

In consideration of ATS making its Services available, Subscriber agrees to (a) utilize ATS provided data only for the purposes as specified above, and (b) request such information only for the Subscriber's exclusive use in the ordinary course of Subscriber's business and not for resale.

I certify that I am authorized to execute the Subscriber Use Certification on behalf of the Subscriber listed below. On behalf of such Subscriber, I certify that the above statements are true and correct. Subscriber acknowledges and agrees that ATS may from time to time audit Subscriber's use of ATS's Services to ensure that such use is consistent with the intended uses set forth above and with all applicable laws.

This agreement shall be for _____ years, commencing on the date below and shall automatically renew annually. This agreement may be terminated within 30 days notice of the anniversary date, annually.

SUBSCRIBER INFORMATION

Subscriber Agency/Name

NLETS Agency ORI

Name of Authorized Representative

Title of Authorized Representative

Mailing Address

City _____ State _____ ZIP Code _____

Telephone: ( ) - Fax: ( ) - Email _____

Signature of Authorized Representative

Date Signed

EXHIBIT B

INSURANCE REQUIREMENTS
RFP Red Light Camera Enforcement System

STATEMENT OF PURPOSE

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

CITY DEFINED

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the **City of Lakeland as an additional insured to the extent of the City's interests arising from this agreement, contract, or lease.**

INSURANCE – BASIC COVERAGES REQUIRED (cont'd)

Except for workers compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **"Products and Completed Operations" coverage.**

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

The liability limits shall not be less than:

Bodily Injury and Property Damage	$1,000,000	Single limit each occurrence

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

Bodily Injury and Property Damage	$500,000 Single limit each occurrence

Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of $100,000 each accident, $500,000 disease policy limits, $100,000 disease limit each employee. ("All States"

endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

Umbrella Liability: This insurance shall protect the Other Party and the additional insured against all claims in excess of the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy.

The liability limits shall not be less than: $1,000,000

ADDITIONAL INSURANCE

Additional Insurance: The City requires the following types of insurance.

Fidelity/Dishonesty/Liability Coverage: Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in loss to the City.

The liability limits shall not be less than: $100,000

Cyber & Privacy Protection Liability: This insurance shall be a "claims made" type policy written in comprehensive form and shall protect the Other Party and the additional insured against claims arising from anyone's acts errors or omissions including but not limited to outsourcers or vendors and any electronic or non electronic security events whatsoever for:

a. **your** actual or alleged breach of any confidence, or violation or infringement of any rights to privacy or other legal protections for personal information, including but not limited to breach of a person's right of publicity, false light, intrusion upon a person's seclusion, public disclosure of a person's private information, or misappropriation of a person's picture or name for commercial gain;

b. **your** breach of duty to:

   i. protect the security and confidentiality of customer records and information;

   ii. protect against any anticipated threats or hazards to the security or integrity of such records;

   iii. protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer;

   iv. protect any personally identifiable information, or other private or confidential information;

under any statute including but not limited to HIPAA and GLB acts, or under any contract, including but not limited to **your** privacy statement;

The retroactive date of this "claims made" policy must be earlier than or equal to the start date of this contract. The Other Party is required to continue to purchase this coverage for a minimum of three years beyond the completion of this project.

The liability limits shall not be less than $1,000,000 per occurrence.

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.
Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

Applicability: It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

_____ Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five years.

_____ to _____.
(Date) (Date)

(OR)

_____ Agreement is limited to Requisition, Bid, Contract, or Purchase Order # _____, dated_____.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

CITY OF LAKELAND

_____
Name of Organization

BY:_____ **BY:** _____
Karen Lukhaub, Director of Risk Management **Signature of Owner or Officer**

DATE_____
ATTEST:_____
Corporate Secretary or Witness

STATE OF: _____ _____
Organization **Phone Number**
COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2008

by _____, of _____.
Printed Name of Owner / Officer **Corporate or Company Name**

He/She is personally known to me or has produced _____ as
State Drivers License Number

Identification, and did _____ / did not _____ take an oath.

_____
Signature of Person Taking Acknowledgment

Printed Name of Person Taking Acknowledgment

Serial Number, if any

Notary Seal

7/2004

EXHIBIT C

SPECIFICATION SAFETY REQUIREMENTS
(Revised December, 2003)

The following safety requirements are comprehensive in nature with some site specificity; therefore, not all sections are applicable to every Contract. Please apply those safety requirements as site or situations dictate. NOTE: All City project representatives who assume responsibility for contract management will be responsible for insuring compliance with these safety requirements by all Contractors and/or Subcontractors.

I. General

A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards and any other rules and regulations applicable to construction and/or maintenance activities in the State of Florida. The Contractor shall also comply with county, city, or any other agency's rules and regulations regarding safety.

B. The City's safety personnel or any City supervisor may order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the City; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The City reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement; and the Contractor agrees upon such breach, all work pursuant to the Contract shall terminate until demonstration to the City that the safety provisions of this Agreement have been complied with. In no event shall action or failure to act on the part of the City be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.

II. SAFETY EQUIPMENT

All City's safety regulations will be strictly adhered to and enforced by the City of Lakeland Safety Division, which may include work stoppage or removal of Contractor and/or personnel. These safety regulations include, but are not limited to:

A. All persons on City property will wear industrial safety glasses with affixed side shields at all times, except when in an office building or construction trailer, in the enclosed cab of a motor vehicle, or during a break period when all work has stopped.

B. All persons on City property will wear an approved hard hat in good repair at all times, except when in an office building or construction trailer, in the enclosed cab of a motor vehicle, or during a break period when all work has stopped. Bump hats, or "cowboy style" hard hats are not acceptable at any time.

C. All persons on City property and in an area where the noise level exceeds 85db, must wear hearing protection that complies with ANSI S3.19-74 (ear muffs and/or approved ear plugs with an NRR of at least 30). This includes areas where noisy equipment is in use (i.e. jack hammers, electric or air drills, heavy equipment with open cabs, pipe cutting saws, etc.) and in a plant environment where posted.

D. Sport or athletic-type style shoes are NOT considered a suitable work shoe and not acceptable as work shoes at this location

E. Work conducted in an elevated position will require that:

1. Any person on City property working on or in an elevated location (four feet above ground level) regardless of the installation of handrails or guardrails must wear safety harness and be tied off with a lanyard to a fixed object or support that will restrict that person's fall to a "minimum distance". (29CFR 1910.66 applies to all cases)

2. Any person working from an electrical-line bucket truck will have in use the appropriate fall protection device.

3. Any person on a pole or tree will have in use the appropriate gaffs, belts, and/or harness.

4. Compliance with 29CFR 1910.269 is required. Distance requirements as detailed in this standard to energized lines must be adhered to.

F. Any person on City property, in an area where tools are being used that cause or may cause flying particles or an area where there is a potential of excessive dust or airborne particles, must wear, in addition to and over their industrial safety glasses, either soft-sided goggles or a full face shield/protector, and the appropriate respiratory protection equipment.

G Respiratory Protection:

1. Contractors are required to comply with 29 CFR 1910.134 and all of its provisions. This includes ensuring appropriate medical exams and fit testing is conducted on an annual basis.

2. If cutting or mixing concrete or any other material known to certain silicon respiratory protection of at least an N95 rated mask or wetting of the dust to prevent aerosolization is required.

H. Where vehicular and/or pedestrian traffic is affected:

1. Maintenance of Traffic

The Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the Contractor shall, at his own expense, provide and maintain suitable and safe detours or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when the Contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

2. Barricades and Lights

All streets, roads, highways, and other public thoroughfares, which are closed to traffic, shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section and all other positions required by applicable standards.

All barricades and obstructions shall be illuminated by means of warning lights from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and at the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public. All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction thereover.

All Contractor owned or controlled vehicles and/or equipment which will be operated on or within ten (10) feet of the roadway will be equipped with a minimum of one amber 360 degree Class I warning device. This device must meet minimum standards for utility construction purposes such as a minimum of 500,000 candlepower and visible from 360 degrees of mounting. The warning device(s) must be in operation at all times that a vehicle/equipment is on the roadway or within the ten (10) feet of runoff area and not in a "normal" travel status.

All personnel, when working within fifteen (15) feet of the roadway, for fifteen (15) minutes or more must wear approved FDOT or OSHA reflective vests.

3. Damage to Existing Property

The Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the

satisfaction of, and at no additional cost to, the City, unless otherwise addressed in the Contract.

III. TOXIC SUBSTANCES

The Contractor shall be responsible for compliance any and all Federal, State or Local Right-To-Know-Law for its employees and the employees of any and all Subcontractors the Contractor brings on or causes to be on the project site, inclusive of pesticides and/or herbicides.

The Contractor shall, between receiving the Contract and coming on the project site to begin work, provide the City's field representative with affidavits and/or training documents stating that ALL personnel the Contractor brings on, or causes to be on the project site, have been given training or possess the appropriate licenses (if required) on any toxic substances said personnel will be working with or may be exposed to while working at the job site.

The Contractor shall provide/give to the City's field representative a copy of manufacturer's MSDS for ANY and ALL "Toxic Chemicals" used by or brought on the project site by the Contractor or Subcontractor prior to the substance(s) being delivered to the City's property.

The Contractor and/or Subcontractor must be provided MSDS(s) which is / are in the possession of the City upon receipt of a written request. The City may establish reasonable procedures for acting upon such requests to avoid interruption of normal work operations.

Before any work shall begin, the Contractor shall arrange a meeting to advise City's field representative about safety and any dangers City employees will be subjected to, due to the presence of chemicals on the project site.

IV. TRENCHING AND EXCAVATION

Trenching and excavation operations shall comply with the OSHA 29CFR 1926 Subpart P final rule and the State of Florida Trench Safety Act.

A. Where Contractor work may interfere with other utilities, the City and City's Safety Division shall be notified prior to all encroachments unless otherwise addressed in the Contract. The contractor is responsible for coordinating with the appropriate agency (Sunshine One-Call) for any and all locates.

B. The City has identified certain areas within its operations which are regulated by OSHA 29CFR 1910 Subpart Z. If the Contractor's work involves these affected areas, the City requires prior to commencement of Contractor work that applicable and acceptable written compliance programs and documented certification/qualifications be provided to the City, management, and safety personnel.

V. CONFINED SPACE

A. Contractor shall provide documentation to the City of Lakeland Safety Division representative who testifies to the level of Confined Space training the contract personnel have completed. In addition, if only contract employees are to enter the confined space, contractors are responsible for air monitoring of the space. Further, the contractor must ensure that rescue personnel are available prior to entry. Therefore the contractor is responsible for providing all necessary equipment in order to perform confined space operations. This includes providing appropriate air monitors with documentation indicating a calibration date of no more than 30 days prior to entry.

B. Contractor shall become familiar with and abide by the published City of Lakeland Confined Space procedure and permit system. The contractor is responsible for training their personnel on the provisions contained in this published procedure.

VI. HOT WORK

Any and all hot work (defined as burning, brazing, welding, grinding, or soldering) performed by the contractor shall be conducted in accordance with the City of Lakeland published Hot Work procedures and permit system. This may be obtained from either the Safety Division or from the McIntosh Power Plant Fire Team.

VII. ENERGIZED SYSTEMS

Strict adherence to the table of distances to energized systems is mandatory. The contractor must notify System control at 834-6560 for line clearance.

A. The contractor shall make coordination with Lakeland Electric Delivery Operations Workforce Management Coordinator by calling 834-6751 no less than 24 hours prior to work commencing. Such coordination is necessary to cover any electrical lines or to hold or stabilize any poles that may be within the vicinity of the work zone. In addition the attached waiver must be completed by the contractor and returned to the COL Safety Division prior to commencement of work.

B. The contractor is also responsible for any and all locates for underground utilities and for systems. This may be accomplished by contacting Sunshine State One-Call at
1-800-432-4770.

"Hold Harmless and Indemnification"

I/we agree to release, indemnify, and hold harmless, the City of Lakeland its agents or employees from any claims, damages, or actions for damage to property, or injury including death caused by coming in contact with the overhead/underground power lines while working at the location of _____,on _____(Date)_ _____.

I/we do realize and understand that any and all covering that the City of Lakeland Electric Company have/will place on/over the power lines, will only be an added safety precaution in the event that I/we were to come in contact with these power lines by error. I/we also understand that this will not prevent electrocution of personnel or equipment.

I/we do know and understand the Occupational Safety and Health Administration requirement, that equipment must be kept at least 10 feet from power lines of 50,000 volts or less. Higher voltages: 69,000 – 138,000 volts 11 feet, 230,000 volts 13 feet, and 500,000 volts 18 feet.

I/we do have the authority of this Company below to sign this waiver on its behalf.

First Name:_____Last Name:_____

First Name:_____Last Name:_____

Signature_____Signature:_____

Title:_____ Title:_____

Company:_____

Address:_____

State:_____Zip Code:_____Phone:_____Ext:_____

VIII. PLANT SITE EMERGENCY CONDITIONS

In the event a contractor is working on a City of Lakeland Plant Site and a plant site emergency condition (i.e. major fire, hazardous fluid/gas leak, bomb threat, etc.) occurs the CONTRACTOR and the CONTRACTOR'S employees shall follow all instructions issued by the CITY. Upon notification of plant site emergency, the CONTRACTOR and all contract employees shall evacuate to the CONTRACTOR'S parking lot. The CITY will issue further instructions to the CONTRACTOR indicating when the CONTRACTOR may return to the plant site.

A. All contractors who perform services at McIntosh Power Plant or in the vicinity of this area (within 1000 feet of fence line) shall ensure their personnel are made aware of the presence of **anhydrous ammonia**. This employee awareness must include chemical properties, site, sound and symptoms related to exposure and the emergency signal and procedure used at the facility in the event of a release.

B. All contractors who perform services at either a wastewater plant or a fresh water plant or in the vicinity of these areas (within 1000 feet of fence line) shall ensure their personnel are made aware of the presence of **chlorine**. This employee awareness must include chemical properties, site, sound and symptoms related to exposure and the emergency signal and procedure used at the facility in the event of a release.

IX. CONTRACTOR SHALL WITHIN 30 CALENDAR DAY of notification of award of contract, and prior to commencement of work, shall provide to the City's Safety Division, the Contractor's written safety compliance program(s) and training records applicable to the contract.

X. CURRENT INDEPENDENT CERTIFICATION for any Contractor-provided bucket truck to be used for the provision of services of this Contract shall be provided to the City's Safety Division prior to use of said bucket truck

XI. ADDITIONAL REQUIREMENTS:

_____

_____

XII. Process Safety Management

A. Purpose

The purpose of this procedure is to describe contractor qualification, contractor employee training, and access control requirements. It also describes how contractor PSM performance will be evaluated and it documents the Contractor Injury and Illness Log procedure.

B. Scope

This procedure applies to all contractors hired by the City of Lakeland - Lakeland Electric - Energy Supply who perform work on site that have the potential to impact the Selective Catalytic Reduction (SCR) Ammonia System area and/or the City of Lakeland Chlorine facilities

C. Responsibilities

1. The Plant Superintendent (North, McIntosh, W. Carl Dicks, and Williams Water Treatment) shall be responsible for requesting contractor safety qualifications, establishing and maintaining a PSM-Approved Contractor List, maintaining Contractor safety qualification records, performing periodic contractor audits, and maintaining the contractor injury and illness log.

2. All City of Lakeland employees who requisition contractor services shall be responsible for choosing contractors from the PSM-Approved Contractor List and monitoring contractor safety performance.

3. All City of Lakeland employees shall be responsible for notifying the appropriate Plant Superintendent if they become aware of unauthorized contractors working on or near PSM covered processes.

D. Requisitioning Contractor Services

When requisitioning contractor services to perform work on or near the SCR ammonia process or chlorine facilities City of Lakeland employees shall choose only contractors who have been listed on the PSM-Approved Contractors List.

E. Contractor Qualification Requirements

All contractors performing work on the covered process or and those performing work which has the potential to cause an accidental release of the product shall meet the qualification and training requirements given below.

1. Qualification Criteria

a. To be considered for inclusion on the PSM-Approved Contractors List, contractors must submit the following along with their bid for work to be performed on or near the SCR ammonia processor or chlorine

b. Documentation of their Experience Modification Rate (EMR), which must be less than or equal to 1.00

c. A letter stating their drug and alcohol policy. Only contractors who certify a Drug-Free Workplace will be accepted.

d. Their written Safety Compliance Program.

e. The Plant Superintendent in conjunction with the Safety Officer shall evaluate the information, which is submitted with the bids, and determine which contractors shall be approved for work on or near the covered process.

1. Contractor Employee Training Requirements

a. The Plant Superintendent shall provide a Contractor's Process Safety Information package to contractors who are approved for inclusion on the PSM-Approved Contractors List.

b. The Contractor's Process Safety Information package shall include the following information:

(1) General Safety/Security requirements for the site

(2) An outline of the City of Lakeland work practices and procedures manual including Confined Space Entry, Line Breaking, Lockout Tag out, and Hot Work Procedures.

(3) An outline of the appropriate Emergency Response Plan.

(4) A written description of the SCR ammonia process or chlorine process.

(5) An outline of the City of Lakeland Management of Change Procedure.

a. The Contractors shall train their employees on the covered materials and on the hazards of the particular chemical involved. They shall administer an appropriate test to confirm the employees' understanding of the material.

b. The Contractors shall document the training, including the names of employees trained, dates of training, and the employee's test grade.

e. Each contractor employee shall complete refresher training at least every three years.

F. Access Control

The contractor shall submit the employee training information to the Plant Superintendent before or upon arrival for work at the site. The Plant

Superintendent shall review the information and ensure that only trained employees are allowed to work on or near the PSM process.

G. Audit of Contractor PSM Performance

1. The City of Lakeland employee who requisitioned the contractor's services or a representative from the Safety Division shall periodically visit the work site to monitor the safety performance.

2. The monitoring of contractor performance shall:

   a. Conducting job site evaluations at the request of others, in response to violations of safety rules, and independently on a random basis.

   b. Reviewing the Contractor Illness and Injury Log at least annually.

3. For those contractors with unacceptable performance, the Plant Superintendent shall notify the City of Lakeland Purchasing Division and Purchasing shall take the appropriate action.

H. Annual Performance Evaluations

1. The Plant Superintendent, PSM Coordinator and Safety Officer shall review Contractor safety performance annually, for any PSM-Approved Contractors who have been used during the previous year. The audit shall include the following:

   a. Contractor's current EMR.

   b. Completeness of contractor qualification information.
   The contractor's safety performance as reported by the Purchasing or the Plant Superintendent.

2. Contractors shall be considered for disqualification if:

   a. Their EMR has risen to greater than 1.00, or

   b. The requisitioner or Purchasing has given them an unfavorable evaluation.

   c. Their employee training records are no longer current.

3. The Plant Superintendent shall document the annual review of Contractor safety performance.

d.1.1.1.1.1.1.1.1. Contractor Illness and Injury Log

1. PSM-Approved Contractors shall inform the *Plant Supervisor* of any injuries or illnesses resulting from work performed on or near the PSM Process areas.

2. Contractors who do not comply with this requirement shall be subject to the corrective actions as discussed in Section (G3).

3. The Plant Supervisor shall ensure all injuries and illnesses reported by the PSM contractors are recorded on the contractor illness and injury log.

CONTRACTOR ANNUAL AUDIT FORM

Contractor:	
Audit Date:	

Audit Item	**Comments**
EMR < 1.0	
Drug and Alcohol Policy Acceptable	
Written Safety Program Acceptable	
Employee Training Records Current	
Safety Performance onsite acceptable	

Contractor _____ • is • is not approved for continued listing on PSM-Approved Contractors List.

Audit Performed by:
Signature: _____ Date: _____

Process

The McIntosh Power Plant has one system that is covered by **29 CFR 1910.119 Process Safety Management of Highly Hazardous Chemicals**: The Selective Catalytic Reduction Ammonia system (SCR) which is used to reduce Nox emissions on COL Unit # 5.

W. Carl Dicks and the Northside Water Reclamation facilities, in conjunction with the Thomas Williams Water Treatment Facility contain chlorine in such quantity that is covered in the PSM standard.

In accordance with 29 CFR 1910.119 (h) (1) (Process Safety Management), the City of Lakeland - Lakeland Electric - Energy Supply and the Department of Water Utilities is required to review the safety performance and safety program of contractors who perform maintenance or repair, turnaround, major renovation, or specialty work on or adjacent to systems that are covered by the standard as part of the evaluation used to determine the award of contracts. In order for a company to be evaluated for award of the contract, a completed, signed and dated **Contractor Safety Evaluation** form must be submitted along with a copy of the contractor's Experience Modification Rate (EMR) on Insurance Company Letterhead. Failure to submit the Contractor Safety Evaluation will remove the Contractor from the qualified contractor/vendor list and the contractor will not be eligible for award of the contract.

All contractors awarded work that is on the systems covered by the Process Safety Management Standard shall provide documentation that all employees have received training in the potential fire, explosion, or toxic release hazards related to his/her job and the process and the applicable provisions of the emergency plan. The documentation shall include the identity of the contract employee, the date of the training, and the means used to verify that the employee understood the training. In addition, a Job Hazard Analysis (JHA) is required for all work on systems covered by the Process Safety Management Standard and the JHA must be reviewed by all personnel involved in the work prior to the work beginning, and as needed, during the progress of the work. Any modification to the JHA during the job must be approved by the senior contractor supervisor on site and either the City of Lakeland Safety Manager specific Plant Superintendent, or their designees.

All contractors awarded work that is on the systems covered by the Process Safety Management Standard shall report any injuries or illness related to work in the process areas immediately and shall provide an injury and illness log on a weekly basis to the City of Lakeland Safety Manager.

All contractors awarded work that is on the systems covered by the Process Safety Management Standard shall comply with all other pertinent provisions of 29 CFR 1910.119 that are not mentioned in this document.

CONTRACTOR SAFETY EVALUATION

Company Name			P.O. Box
Street Address	**City**	**State**	**Zip Code**

Business Contact	Title	Telephone Number
Safety Contact	**Title**	**Telephone Number**

What is your type of business?	SIC Code

What is your company accident statistics for the Frequency Rate of Medical Injuries and Lost Time Injuries Rate as compared to the National Average for your industry as denoted by the Bureau of Labor Statistics for your SIC Code for the last three years? (See explanation below)

Year	Frequency Rate	National Average for your SIC Code	Lost Time Injury Rate	National Average for your SIC Code

*Frequency Rate is the number of injuries requiring medical attention multiplied by 200,000 divided by the number of Man-hours worked.

Example: **Number of Accidents Requiring Medical Attention X 200,000**
Number of Man-hours

*Lost Time Injury Rate is the number of Lost Time Injuries multiplied by 200,000 divided by the number of Man-hours worked, not considering injuries that only caused restricted work activity as Lost Time Accidents.

Example: **Number of Lost Time Accidents X 200,000**
Number of Man-hours

What is your company's current Experience Modification Rate (EMR)? (*Please attach a copy rating received on Insurance Company Letterhead.)		
Do you conduct regularly scheduled Safety Meetings for your employees? (If yes, how often?)	**Yes**	**No**

How do you document whether or not the employees understood the training?

Who conducts the Safety Meetings?	
Name	**Title**

Do you have a documented Safety & Health training/orientation program for new employees? ***(Write any comments in space below)***	**Yes**	**No**
Do you have a written Safety Program? ***(Write any comments in space below)***	**Yes**	**No**
Do you conduct field Safety Inspections to determine compliance with state, federal, local and company regulations/procedures?	**Yes**	**No**

If yes please provide the following:	
Name	**Title**

How do you follow up the inspections to ensure any needed corrections are made?

Does your company understand that if they were awarded the following contract they must do the following:

All contractors awarded work that is on the systems covered by the Process Safety Management Standard shall provide documentation that all employees have received training in the potential fire, explosion, or toxic release hazards related to his/her job and the process and the applicable provisions of the emergency plan. The documentation shall include the identity of the contract employee, the date of the training, and the means used to verify that the employee understood the training. In addition, a Job Hazard Analysis (JHA) is required for all work on systems covered by the Process Safety Management Standard and the JHA must be reviewed by all personnel involved in the work beginning and as needed during the process of work. Any modification to the JHA during the job must be approved by the senior contractor supervisor on site and either the City of Lakeland Safety Manager, or the North M°Intosh Plant Superintendent, or their designees.

Please have an officer of the company indicate "Yes" or "No" as an answer pertaining to the question above and sign in the space below:		**Yes**	**No**
Name	**Date**		

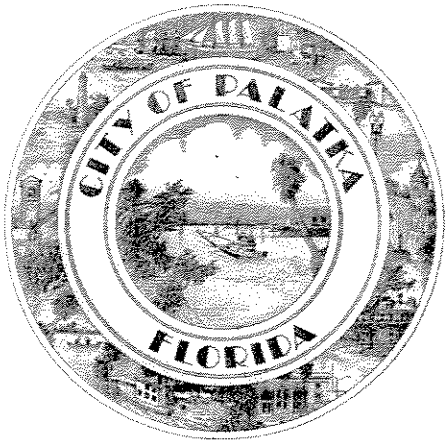
How do you intend to comply with these requirements?

Do you have any other information you believe would be valuable in evaluating your company's safety program? If so, please explain or attach to this document.

Agenda Item 5

Attachment D

Attachment D



CITY OF PALATKA

REQUEST FOR QUALIFICATIONS

RFP # ???

"HEARING OFFICER SERVICES"

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RFQ# ????

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CITY OF PALATKA
Police Department
110 N. 11th Street
Palatka, Florida 32177
(386) 329-0110
ggetchell@palatka-fl.gov

February ??, 2009

REQUEST FOR PROPOSAL - RFP# ??

TO: All interested business firms, corporations, partnerships, or individuals dealing in "Hearing Officer Services.".

The Request for Qualifications is to hire a qualified attorney for the position of Hearing Officer, to impose administrative fines to enforce City of Palatka ordinance No. 09-????, "City of Palatka Traffic Light Safety Act."

RFP's MUST be received by 12:00 p.m. (noon local time) on the ?? or March, 2009.

"SPECIAL CONDITIONS "PUBLIC ENTITY CRIMES"

"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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

Sealed Statements of Qualifications will be received by the City of Palatka; Palatka, Florida at Palatka Police Department until March ??, 2009 at 12:00 p.m. Proposals received after the specified time will not be considered and will be returned unopened. The time and date will be scrupulously observed. Fax or email proposals will not be accepted.

The Proposals will be evaluated by City Staff in accordance with the criteria set fourth in the RFQ documents.

Reserved Rights of the City – The City of Palatka reserves the right to accept or reject any or all proposals which they may deem to best serve the interest of the City. The right is reserved to waived technicalities or informalities.

Patent Indemnity – To the fullest extent permitted by law, the CONTRACTOR (OR CONSULTANT) shall indemnify, hold harmless and defend the CITY, its agents, servants, and employees, or any of them, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Agreement, provided that same is caused in whole or part by the error, omission, negligent act, conduct, or misconduct of the CONTRACTOR, its agents, servants, employees, or subcontractors. In accordance with Section 725.06, Florida Statutes, adequate consideration has been provided to the CONTRACTOR for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes. In claims against any person or entity indemnified under this section by an employee of CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Subsection shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for CONTRACTOR or its agents or subcontractors, under Workers' Compensation acts, disability benefits acts, or other employee benefit acts.

Sealed proposal responses will be publicly opened and read aloud in the finance conference room, Palatka Police Department at 2:00 p.m. ?????, March ??, 20098 or as soon thereafter as possible. All firms responding to this request will be notified in writing as to the final outcome of this process. It is anticipated that notifications will be mailed within three (3) weeks of the contract being awarded.

Note: All prospective respondents are hereby cautioned not to contact any member of the City of Palatka Commission, City of Palatka Staff or Officials other than the specified contact person concerning this project. Any such contact shall be cause for rejection of your RFP.

Contact: Gary Getchell
Chief of Police
Phone (386) 329-0110

The City of Palatka reserves the right to accept or reject any or all proposals without recourse, to waive technicalities or to accept the proposal which in its judgment best serves the interest of the city. Cost of submittal of Proposal is considered an operational cost of the proposer and shall not be passed on to be born by the City.

Sincerely,

Gary S. Getchell
Chief of Police
City of Palatka, Florida

CITY OF PALATKA
Request for Qualifications
RFP ??
"Hearing Officer Services"

GENERAL DESCRIPTION OF SERVICES

The intent of the City of Palatka to promote, protect, and improve the safety and welfare of the citizens by appointing a Code Enforcement Hearing Officer with the authority to impose administrative fines and other non-criminal penalties and to provide an equitable expeditious, and effective method of enforcing the City's "Traffic Light Safety Act" (ordinance attached). Work will be awarded which may include any or all of the above services, or services not specifically mentioned, but directly related to the specific discipline. The Hearing Officer shall have the same status, powers, and duties as prescribed in Chapter 162, Part I, Florida Statutes, as amended.

The contract term of the Hearing Officer shall be for two (2) years, from the date of appointment, unless terminated earlier by the City for misfeasance, malfeasance, or nonfeasance in office. The City of Palatka or the appointed Hearing Officer may terminate the contract, with or without cause, by giving sixty (60) days written notice. The contract may be renewed for two (2) additional one (1) year periods.

The anticipated project will involve the hearing of cases specific to violations of the City of "Palatka Traffic Light Safety Act" Ordinance. The hearings will be scheduled for a specific day and time within each month of the year and the anticipated project hours should not exceed five (5) hours per month.

The Hearing officer is authorized to impose fines not to exceed $150.00 per violation, and may also impose additional fines to cover all the costs incurred by the City in the enforcement of the ordinance pursuant to Part I of Chapter 162 of the Florida Statutes, as amended. The Hearing Officer shall have jurisdiction and authority to hear and decide alleged violations of the "Traffic Light Safety" Ordinance of the City of Palatka. An aggrieved party, including the City may appeal a final administrative order of the Hearing Officer to the Circuit Court, pursuant to Section 162.11 of the Florida Statutes, as amended. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the Hearing Officer. An appeal shall be filed within thirty (30) days of the Rendition of the Order to be appealed.

CITY OF PALATKA
Request for Qualifications
RFQ ??
"Hearing Officer Services"

GENERAL CONDITONS, INSTRUCTIONS AND INFORMATION

1. **Instructions**

a. Submittal:
Firms interested in submitting Statement of Qualifications shall provide one(1) original, marked original and four (4) copies of the complete RFQ with all supporting documentation in a sealed envelope/container marked; RFQ ?????, on the outside of the envelope/container with name of firm submitting RFQ.

Statement of Qualifications may be mailed or delivered to the address below prior to 12:00 p.m. (noon) on ?????, March ??, 2009:

City of Palatka
Office of Police Chief
110 N. 11th Street
Palatka, Florida 32177

Statement of Qualifications received after the date and time specified will be returned unopened. The City shall not be responsible for late deliveries.

Proposers may withdraw their RFQ by notifying the City in writing at any time prior to the set time for the RFQ deadline. RFQ's, once opened, become the property of the City and will not be returned to the proposer.

b. Addendum:
Should revisions to the RFQ documents become necessary; the City will post addendum information on the City's Web Site, http://www.co.putnam.fl.us/palatka/. It is the proposers responsibility to verify if any addendum has been issued. Failure to acknowledge addendum will be cause for rejection of the RFQ as nonresponsive.

c. Questions regarding Statements of Qualifications:
All technical questions or concerns regarding this Request for Qualifications must be submitted in writing to Gary Getchell, Chief of Police, City of Palatka Police Department, 110 N. 11th Street, Palatka, Florida 32177.

d. Drug Free Workplace:
All firms submitting Statement of Qualifications shall certify that the firm has a drug free workplace policy in accordance with Florida Statute 287.087. Failure to submit this certification may result in the rejection/disqualification of your firm's submittal.

e. Insurance Requirements:

Upon award the successful bidder(s) shall be required to obtain and furnish to the City of Palatka, prior to the contract being effective, Certificates of Insurance approved by the City with the following minimum coverage. All insurance policies shall be with insurers with an acceptable rating, registered, and licensed to do business in the State of Florida.

The selected firm or individual will be required to name the City as an additional named insured with the following minimum coverage's.

Workers Compensation shall be maintained by the selected firm or individual for all employees engaged in the work under the Bid, RFQ or RFP in accordance with the Laws of the State of Florida. Employers Liability Insurance shall be maintained by the selected firm or individual at limits no less than the following:

$100,000 Each Accident
$100,000 Disease Each Employee
$500,000 Disease Aggregate

Comprehensive General Liability Insurance shall be maintained by the selected firm or individual with limits not less than the following.

$1,000,000 Bodily Injury & Property Damage-each occurrence
$1,000,000 Personal & Advertising Injury-each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregated limit
$ 5,000 Medical Payment
$ 100,000 Fire Damage Legal Liability

Coverage shall include Professional Liability and Independent Contractors Liability. Automobile Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the Laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired Vehicles.

All insurance minimum coverage's extend to any subcontractor, and the general contractor is responsible for all sub-contractors.

All policies are to be endorsed to include the City as insured. In the cancellation clause, the word endeavor shall be excluded and the number thirty (30) inserted in the blank space provided before the words, days-prior notice. All contractor policies are to be considered primary to City coverage and shall not contain co-insurance provisions.

f. Public Records:

Upon award recommendation or ten (10) days after closing, submittals became "public records" and shall be subject to public disclosure consistent with

Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the State of Qualifications and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the City of Palatka.

g. Prohibition against Contingent Fees:
It shall be unethical for a person to be retained or to retain any company or person, other than a bonafide employee working solely for the consultant, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the consultant, any fee, commission, percentage, gift or other consideration contingent upon or resulting from award or making of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement at its sole discretion, without liability and to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

h. Accuracy of Qualification Information:
Any proposer which submits in its RFQ to the City any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified as non-responsive.

i. Licenses:
Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of the RFQ. Any licenses or fees required shall be the responsibility of the proposer.

j. Affirmation:
By submission of a RFQ, respondent affirms that his/her submittals is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a RFQ for the same services and is in all respects fair and without collision or fraud. Respondent agrees to abide by all conditions of this request for Qualification and the resulting contract.

k. Advertising:
In submitting an RFQ, a proposer agrees not to use the results there from as a part of any commercial advertising, without the express written approval of the City of Palatka.

l. Acceptance/Rejection:
The City reserves the right to accept or reject any or all RFQ's and to make the award to these proposers, which in the opinion of the City will be in the best interest/or the most advantageous to the City.

CITY OF PALATKA
Request for Qualifications
RFQ ??
"Hearing Officer Services"

PROPOSED FORMAT

1. Proposal Format

All proposals must follow the same format. No exceptions to this format will be accepted. To be accepted for evaluation, the proposal format must address all required components in order. The intention of the required format is to simplify the proposal preparation and evaluation process and to ensure that all proposals receive the same orderly review.

The RFQ must be submitted on 8 ½ x 11" paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately.

2. Required Submittals

Letter of Transmittal:
This letter will summarize in a brief and concise manner, the respondent's understanding of the scope of work and make a positive commitment to perform the work in a timely manner. The letter should name all of the persons authorized to make representations for the respondent, including the titles, addresses, telephone numbers, and email addresses of such persons. An authorized agent of the respondent must sign the letter of transmittal indicating the agent's title or authority.

Section 1: Profile
Provide a resume to include, but not limited to, the following information:

- a brief background statement
- types of services offered
- number of years in active practice of law

Section 2: Related Experience and References
For up to five (5) relevant projects, include a one or two page description that demonstrates capabilities of the Hearing Officer services, experience with similar cities/counties and/or local project experience within the past three (3) years. Include the name of the organization and the name of the person to contact for a reference.

Reference 3: Schedule and Availability
Describe current work schedule and availability to perform the required services and willingness to travel to the City of Palatka to conduct hearings.

Section 4: Administrative Information
Please provide the following:

- proof of active Florida Bar membership
- qualifications required to perform Hearing Officer services

Section 5: Schedule of Fees and Cost
Provide a list of all fees and costs that may be charged to the City of Palatka in the performance of the duties as it relates to Hearing Officer services.

Section 6: Additional Information
At your discretion, include any additional information to support your proposal. However, choose the additional information carefully, because this section of the proposal should not constitute the bulk of your submission.

Section 7: Required Forms
Please provide the signed required forms in this section.

- addendum acknowledgement
- drug free workplace certification
- proposers certification
- W-9 form

Evaluation of Proposals
The City of Palatka intends to select a Hearing Officer that demonstrates, in the City's opinion, the highest degree of compliance with the criteria listed below:

- cost 0-20 points
- quality of submittal 0-10 points
- professional qualifications 0-20 points
- ability to meet project schedule 0-10 points
- past performance with similar projects 0-20 points
- references 0-20 points

ADDENDUM ACKNOWLEDGEMENT

RFQ # ??
"Hearing Officer Services"

The undersigned acknowledges receipt of the following addendum to RFQ # ??.
(Give number and date of each)

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Failure to submit acknowledgement of any addendum issued will be cause for rejection of bid or proposal. It is the bidders sole responsibility to verify if any addendums have been issued. All addendums are posted on the City's website.

_____ _____
Company Name (please print) Authorized Signature

CITY OF PALATKA
Request for Qualifications
RFQ ??
"Hearing Officer Services"

DRUG FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____

Company Name (please print) **Authorized Signature**

CITY OF PALATKA
Request for Qualifications
RFQ ??
"Hearing Officer Services"

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Qualification, Instructions, Terms and Conditions, Scope of Services, Bid forms and all other documents accompanying or made a part of RFQ # ??.

I hereby propose to furnish the commodity or services specified in the RFQ at the prices or rates quoted in my Qualification. I agree that my RFQ will remain firm for a period of sixty (60) days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this RFQ is truthful to the best of my knowledge and believe. I further certify I am duly authorized to submit this RFQ on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this RFQ is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a qualification for the same commodity or service; no officer, employee or agent of the City of Palatka or of any other proposer interested in said RFQ; and that the undersigned executed this proposers certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so. The City of Palatka will not be responsible for any alleged misunderstanding of the services to be provided or any misunderstanding of conditions surrounding the performance thereof.

_____
Name of Business

Sworn to and subscribed before me
this ____Day of _____,2009

By:_____
Signature

_____ _____
Name & Title, (Typed or Printed) Signature of Notary

_____ Notary Public, State of _____
Mailing Address

_____ Personally Known _____
City, State, Zip Code -or- Produced Identification _____
(_____)_____ Type: _____
Telephone Number Type: _____

(Corporate Seal)

420

Insert Form W-9

Insert Approved City Ordinance "Traffic Light Safety Act"

Agenda Item 5

Attachment E

Attachment E

PUTNAM COUNTY CLERK OF COURT
FEE SCHEDULE
EFFECTIVE JULY 1, 2008

NOTE: THIS IS INTENDED AS A GENERAL REFERENCE AND IS NOT INCLUSIVE OF ALL FEES

CIRCUIT CIVIL / FAMILY DIVISION	OLD FEE		July 1, 2008
Circuit Civil Filing Fee	$255.00		$300.00
Additional Fee for each defendant over five	$2.00		$2.50
Dissolution of Marriage, Simplified Dissolution, Annulment	$363.00		$408.00
Domestic Violence, Repeat Violence, Dating Violence, Sexual Violence	N/C		N/C
Support, Visitation, Custody, Paternity, Change of Name	$255.00		$300.00
Attachment, Replevin, Distress (in addition to the filing fee)	$75.00		$85.00
Garnishment Action	$178.00		$188.00
Severance	$15.00		$18.00
Foreign Judgment (in addition to the filing fee)	$37.50		$42.00
Reopen Fee	$50.00		$50.00
Malpractice 90-Day Extension	$37.50		$42.00
Adoptions	$292.50		$342.00
Attorney Pro Hac Vice	$100.00		$100.00
Mediation - Combined Income < $50,000 - Per Person Per Session	$40.00		$60.00
Mediation - Combined Income > $50,000 - Per Person Per Session	$80.00		$120.00
Foreclosure Sale Fee	$60.00		$70.00
Eminent Domain Deposit Registry Fee	$150.00		$170.00
Court Registry Fee - 3% of first $500, 1.5% thereafter			
Transfer of Lien	$15.00		$20.00
Additional Transfer of Lien	$7.50		$10.00
Appeal from Circuit to DCA - Additional $300 to DCA	$50.00		$100.00
Partial Payment Application Fee - One time fee	$25.00		$25.00
Filing Cross Claim	N/A		$295.00
Issuing Summons	N/A		$10.00

COUNTY CIVIL	OLD FEE		July 1, 2008
Claims less than $100	$55.00		$55.00
Claims $100 to $500	$80.00		$80.00
Claims $500.01 to $2,500	$155.00		$175.00
Claims $2,500.01 to $15,000	$255.00		$300.00
Additional Fee for each defendant over five	$2.00		$2.50
Evictions	$80.00		$270.00
Attachment, Replevin, Distress (in addition to the filing fee)	$75.00		$85.00
Garnishment Action	$178.00		$188.00
Reopen (Claim <= $500)	$25.00		$25.00
Reopen (Claim > $500)	$50.00		$50.00
Mediation - Per Person Per Session	$40.00		$60.00
Partial Payment Application Fee - One time fee	$25.00		$25.00
Appeal from County to Circuit	$251.00		$281.00
Foreign Judgment (in addition to the filing fee)	$37.50		$42.00
Foreclosure Sale Fee	$60.00		$70.00
Court Registry Fee - 3% of first $500, 1.5% thereafter			
Filing Cross Claim	N/A		$295.00
Issuing Summons	N/A		$10.00

PUTNAM COUNTY CLERK OF COURT
FEE SCHEDULE
EFFECTIVE JULY 1, 2008

NOTE: THIS IS INTENDED AS A GENERAL REFERENCE AND IS NOT INCLUSIVE OF ALL FEES

PROBATE	OLD FEE		July 1, 2008
Opening Any Estate	$101.00		$116.00
Open Safe Deposit Box	$101.00		$116.00
Settlement of Minor's Claims	$101.00		$116.00
Caveat	$35.00		$41.00
Notice of Trust	$35.00		$41.00
Foreign Willis	$101.00		$116.00
Disposition without Administration	$101.00		$116.00
Summary Administration < $1,000	$105.00		$120.00
Summary Administration > $1,000	$205.00		$230.00
Formal Administration, Guardianship, Curatorship, Conservatorship	$255.00		$285.00
Guardianship Person Only	$105.00		$120.00
Veteran's Guardianship	$105.00		$120.00
Petition of Incompetency	$101.00		$116.00
Reopen Fee	$50.00		$50.00
Maintain Professional Guardian Files	$7.50		$7.50
Filing Verified Inventory	$75.00		$85.00
Accounting Fee - Estate value $25,000 or less	$15.00		$20.00
Accounting Fee - Estate value > $25,000 up to and including $100,000	$75.00		$85.00
Accounting Fee - Estate value > $100,000 up to and including $500,000	$150.00		$170.00
Accounting Fee - Estate value > $500,000	$225.00		$250.00
Appeal from Circuit to DCA - Additional $300 to DCA	$50.00		$100.00
Attorney Pro Hac Vice	$100.00		$100.00

PUTNAM COUNTY CLERK OF COURT
FEE SCHEDULE
EFFECTIVE JULY 1, 2008

NOTE: THIS IS INTENDED AS A GENERAL REFERENCE AND IS NOT INCLUSIVE OF ALL FEES

MARRIAGE LICENSE / TAX DEED / PASSPORTS / RECORDING	OLD FEE		July 1, 2008
Marriage License	$93.50		$93.50
Marriage License with Ceremony	$123.50		$123.50
Marriage License with Counseling	$61.00		$61.00
Solemnizing Matrimony	$30.00		$30.00
Marriage Certificate (Display purposes only)	$10.00		$10.00
Filing of Tax Deed Application	$60.00		$60.00
Court Registry Fee - 3% of first $500, 1.5% thereafter			
Disbursement of Excess Proceeds	$10.00		$10.00
Disbursement of Unclaimed Tax Deed Money to BCC	5%		5%
Passport Service Charge	$25.00		$25.00
Adult Fee to Passport Agency	$75.00		$75.00
Children Under 16 Years Old to Passport Agency	$60.00		$60.00
Expedited Process to Passport Agency, Additional Fee	$60.00		$60.00
Recording, Indexing, Filing any Instrument not more than 14" x 8 1/2"			
First Page	$10.00		$10.00
Each Additional Page	$8.50		$8.50
Recording, Indexing, Filing any Instrument more than 14" x 8 1/2"			
First Page	$30.00		$30.00
Each Additional Page	$15.00		$15.00
Recording Notice of Lis Pendens & Discharge of Lis Pendens			
First Page	$5.00		$5.00
Each Additional Page	$4.00		$4.00
State Document Stamps, Deeds per $100	.70		.70
State Document Stamps, Mortgages and Contracts, per $100	.35		.35
Intangible Taxes: 2 Mills per $100 Obligation	.002		.002

PUTNAM COUNTY CLERK OF COURT
FEE SCHEDULE
EFFECTIVE JULY 1, 2008

NOTE: THIS IS INTENDED AS A GENERAL REFERENCE AND IS NOT INCLUSIVE OF ALL FEES

CIVIL TRAFFIC	OLD FEE		July 1, 2008
Reinstate Drivers License	$47.50		$47.50
Failure to attend Driver School	$15.00		$18.00
Proof of Valid Registration	$7.50		$10.00
Proof of Valid Drivers License	$7.50		$10.00
Proof of Insurance	$7.50		$10.00
D6 Fee	$18.00		$19.00
3 - Year Driving Record	$3.10		$3.10
Proof of Compliance - Tag / Drivers License / Registration	$49.50		$53.75
Proof of Compliance - Insurance	$34.50		$48.40
Vehicle Defect			$88.00
Vehicle Defect Corrected			$68.00
Red Light Violation	$182.50		$203.00
Child Restraint	$117.50		$138.00
Moving Violation other than Speeding	$117.50		$138.00
Moving Violation other than Speeding with Driving School	$112.70		$134.20
Non-Moving Violation	$73.50		$88.00
Handicap Parking	$143.50		$158.00
Speeding Violations			
1-9 Miles Over Limit	$82.50		$103.00
10-14 Miles Over Limit	$157.50		$178.00
15-19 Miles Over Limit	$182.50		$203.00
20-29 Miles Over Limit	$207.50		$228.00
30+ Miles Over Limit - Mandatory Court	$307.50		$328.00
Speeding Violations - With Driving School			
1-9 Miles Over Limit	$84.00		$105.50
10-14 Miles Over Limit	$145.50		$167.00
15-19 Miles Over Limit	$166.00		$187.50
20-29 Miles Over Limit	$186.50		$208.00

PUTNAM COUNTY CLERK OF COURT
FEE SCHEDULE
EFFECTIVE JULY 1, 2008

NOTE: THIS IS INTENDED AS A GENERAL REFERENCE AND IS NOT INCLUSIVE OF ALL FEES

MISCELLANEOUS SERVICE CHARGES	OLD FEE		July 1, 2008
Partial Payment Application Fee - One time fee	$25.00		$25.00
Criminal Traffic Delinquency Fee	$15.00		$25.00
Boating Dismissal Fee - Proof of Boating Safety Card	$5.00		$10.00
Boating Dismissal Fee - Proof of Registration	$5.00		$10.00
Game and Fish Dismissal Fee - Proof of Permit	$5.00		$10.00
Transfer of Lien	$15.00		$15.00
each additional lien	$7.50		$7.50
Examining, comparing, correcting verifying and			
certifying transcripts in appellate proceedings	$4.50		$5.00
Preparing, numbering and indexing original record			
of appellate proceedings	$3.00		$3.50
Verifying an Instrument presented for certification			
prepared by someone other than the clerk	$3.00		$3.50
Certifying copies in the Public Record	$1.50		$2.00
Copies of Public Records not more than 14" x 8 1/2"	$1.00		$1.00
Copies of Public Records more than 14" x 8 1/2"	$5.00		$5.00
Microfilm Copies 16mm 100'	$37.50		$42.00
Microfilm Copies 35mm 100'	$52.50		$60.00
Microfiche	$3.00		$3.50
Copying by other than photographic process	$6.00		$6.00
Writing Paper, other than specifically mentioned			
including copying, signing and sealing	$6.00		$7.00
Declaration of Domicile	$5.00		$5.00
Indexing entry not recorded	$1.00		$1.00
Receiving money into the Registry of Court - First $500	3.00%		3.00%
each subsequent $100	1.50%		1.50%
Eminent Domain per deposit	$150.00		$170.00
Oath, administering, attesting and sealing	$3.00		$3.50
Validating Certificates	$3.00		$3.50
Exemplified certificates, including signing and sealing	$6.00		$7.00
Authenticated certificates, including signing and sealing	$6.00		$7.00
Issuing and filing subpoena for a witness	$6.00		$7.00
Signing and Sealing Only	$1.50		$2.00
Approving Bond	$7.50		$8.50
Searching Records, per year	$1.50		$2.00
Sealing any court file or expungement of record	$37.50		$42.00
Receiving and disbursing all restitution payments	$3.00		$3.50
Ordinance Violations Filing Fee	$10.00		$10.00
Ordinance Violations Contest Fee	$40.00		$40.00
Notice of Recording of Foreign Judgment - plus Civil Filing Fee	$37.50		$42.00

Agenda Item

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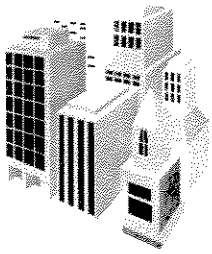

CITY OF PALATKA
Betsy Jordan Driggers
City Clerk
201 N. 2nd Street
Palatka FL 32177
Phone: 386-329-0100
Fax: 386-329-0199
e-mail: bdriggers@palatka-fl.gov

Memorandum

To: Palatka City Commission

From: Staff

Date: 2/2/09

Re: NE Florida League of Cities Board of Directors Representation

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Until January 1, 2008, Palatka had two representatives on the NE Florida League of Cities Board of Directors; one was an elected official and one was an appointed official. At this time, Palatka is not represented. It has come to our attention that at least one, and possibly two, openings on this Board are forthcoming. This board meets at least one time per month on the 3rd Thursday of the month at 6:00 p.m., prior to the regular monthly meeting of the NEFLC. All but one meeting will require travel to another city in the NE Florida League District.

At this time all but two members of the Palatka City Commission represent the City on a League of Cities' affiliated Board or Committee: Commissioner Myers is one of those two Commissioners. As Commissioner Myers is better able to travel to these meetings, it is Staff's recommendation to send a letter on behalf of the Palatka City Commission nominating Commissioner Vernon Myers to the NEFLC Board of Directors.

Please take action to nominate a member of the Palatka City Commission for appointment to the NE Florida Board of Directors.

Agenda Item

7

CITY OF PALATKA CITY COMMISSION
AGENDA ITEM

ITEM: Process for report preparation by staff relating to the suspension of the collection of impact fees for parks and recreation, fire and rescue, road, and law enforcement impact fees for a period of two years

DEPARTMENT: Building & Zoning

AGENDA SECTION: ~~Consent agenda~~ Separate item under reports

ATTACHMENTS:

DATE: February 12, 2009

SUMMARY HIGHLIGHTS:
The ordinance suspending the collection of impact fees for parks and recreation, fire and rescue, road, and law enforcement was approved by the City Commission on December 18, 2008 with an effective date of January 1, 2009. The ordinance identified reporting time frames and benchmarks for the continued suspension of impact fees or the possible reinstatement.

The purpose of this agenda item will be to specifically identify the information that will be provided in the first report to the City Commission. This report is due prior to January 31, 2010 and will include statistics from January 1, 2009 through January 1, 2010, with appropriate comparisons with prior similar time frames. The second report is due by July 31, 2010. There will be benchmarks for comparison over the next 18 months. This will include the following:

1. **Number and type of permits issued**

City permits by type to include new construction, additions and changes of use that would have required impact fees and all other permit types including roofing, electrical, plumbing and mechanical (HVAC). Similar data will also be collected from incorporated Putnam County.

2. **The amount of Impact Fee revenues lost as a result of the suspension**

This will require the identification of permits that would have required impact fees but were not charged because of the suspension of the impact fees. If applicable, staff will also provide any numbers from Putnam County.

3. **Pending development projects**

This will include development projects approved in the past year, developments under review, and any progress by already approved developments.

4. **Overview of the national, state, and local economy**

This will include unemployment rates, growth or contraction of the economy rates, housing starts, housing sales, home values, and inflation rate.

5. **Impacts on the City's Budget and Capital Improvement Plans**

The loss of impact fee revenue on the City's budget with particular concentration on the comprehensive plan levels of service requirements (roads, parks, drainage, schools and garbage.

By July 31, 2010, a third update will be provided, and decisions will need to be made by the Commission to either continue the suspension of impact fees or begin the process for reinstatement of impact fees.

RECOMMENDED ACTION:

Informational purposes only.

AGENDA ITEM NUMBER:

AGENDA PAGE NUMBER: