VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
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

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

AGENDA
CITY OF PALATKA
April 14, 2011

CALL TO ORDER:
a. Invocation – The Reverend Joey Floyd, River Road Baptist Church
b. Pledge of Allegiance
c. Roll Call

APPROVAL OF MINUTES – 03/24/11

1. **PUBLIC RECOGNITION/PRESENTATIONS:**
   a. **PROCLAMATION:** Safe Digging Month – April, 2011
   b. **RETIREMENT:** Eula White, Manager, Palatka Gas Authority – 45 years
   c. **HOME REPAIR PROGRAM** – Jim Melfi, Putnam Habitat for Humanity
   d. **STUDENT OF THE MONTH** – April, 2011 – Mayor Myers & Commissioner Leary

Acacia Johnson	Beasley Middle School
Amaya Allen	Browning Pearce Elementary School
Shar'ray Johnson	Children's Reading Center Charter School
Cashmere Yarbart	E.H. Miller School
Kallee Wilkinson	James A. Long Elementary School
Shain Daley	Jenkins Middle School
Von'tiece Cohens	Kelley Smith Elementary School
Gavyn Manzo	Mellon Elementary School – March Student
Maria-Fernanda Aleman	Mellon Elementary School – April Student
Joseph Wright	Moseley Elementary School
Akela Hendrieth	Palatka High School
Roliyah Passmore	Peniel Baptist Academy

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

3. **CONSENT AGENDA:**
   ***a. Issue Festival Permit for 2011 Blue Crab Festival Kick-off Party** (see staff recommendations)
      1. **Issue Special Event Permit #11-23** – Friday, May 27, 2011 5:00 p.m. – 12:00 p.m..
      2. **Approve Alcohol Ordinance Variance** – 5:30 p.m. – 12:00 midnight. – Staff Recommendation same as 2011- Festival – Beer & Entertainment Tents, Hospitality Tent and buffer zones.
      3. **Approve Noise Ordinance Variance** - 5:30 p.m. – 12:00 midnight.
      4. **Set Fees** – Class A Permit Fee (1 day @ $100.00/day) and police security fees @ $18.00/hour. Estimated fees to be determined and paid prior to festival. Actual fees to be determined after close of festival.
      5. **Approve street closures as noted.**

***b. Issue Festival Permit for 2011 Blue Crab Festival** (see staff recom. & appl. attached) as follows:

1. **Issue Special Event Permit #11-24** May 28, 29 & 30, 2011
2. **Approve Noise Ordinance Variance** May 28, 2011, 10:00 a.m. – 12:00 midnight
   May 29, 2011, 1:00 p.m. – 12:00 midnight
   May 30, 2011, 10:00 a.m. – 5:00 p.m.
3. **Approve Alcohol Ordinance Variance** – Staff recommendation same as for 2011 – times to coincide with noise ordinance waiver. Sales/Consumption area to include Beer & Entertainment Tents, Hospitality Tent and buffer zones. Applicant to provide signage clearly warning people not to take alcoholic beverages outside of approved area, and will enforce. ***No Alcohol sales on Sunday before 1:00 p.m.***
4. **Designate City Hall & Annex parking lot** for handicapped parking
5. **Issue Festival 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)
6. **Close boat ramp to public** beginning at 5:00 p.m. Friday through Saturday & Sunday, and reopen at 5:00 p.m. on Monday.
7. **Approve street closures as noted up to 8th Street.**
8. **Set Fees** – Class A Permit Fees (3 days @ $200.00/day); Police Security Fees @$18.00/hr. per officer for both required and requested security, Green roll-out bins @ $15.00, Deodorizer @ $15.00/gallon, and festival to pay all Putnam County Tipping Fees. Estimated fees to be determined and paid prior to festival. Actual fees to be determined after close of Festival.

STAFF RECOMMENDS APPROVAL OF ALL ITEMS AS SUBMITTED

***c. Issue and Approve special request items for Class B Special Events Permit #11-10, 2011 Wolfson's Children's Bass Tournament, May – 18 thru 21, 2011, per staff recommendation:**

1. **Approve Noise Ordinance variance** for Saturday, May 21 from 6:00 a.m. to 7:00 a.m.
2. **Close boat ramp to public** from 6:00 p.m. Friday, 5/20 until 6:00 p.m. Saturday, 5/21

***d. Authorize one-year extension of debris removal contract with A & H Excavation** effective July 1, 2011 @ $12.75 per cubic yard, per City Manager's recommendation.

***e Authorize execution of Exhibit A to FDOT Traffic Signal Maintenance & Compensation Agreement #AM781** for contract year July 1, 2011 through June 30, 2012, per Contract agreement.

***f. Award bid for Police Dept. Wrecker Service to St. Johns Auto Body** for towing and storage of PD vehicles, evidence vehicles and vehicles subject to forfeiture per results of RFP – per Chief Getchell

***g. Authorize execution of Amendment #1 to FECC Energy Grant #ARS027 changing the Agreement # to ARE049** and other administrative changes, per City Manager's Recommendation.

***h. Authorize execution of Amendment #1 to T-Mobile Water Tower Lease 9JK0274A** extending the date to 1/31/17, providing three 5-yr. rights of renewal, modifying the amt. of rent to $13,701/yr, providing a rent lock-in period & other items as shown on Schedules I and II, per City Mgr's recommendation

** 4. **ACCEPT CRA RECOMMENDATIONS** for CBD TIF Expenditures/Business as follows:

1. Authorize execution of contract with Lara Diettrich, Planning Consultant, to evaluate extending the Community Redevelopment Area Program – Woody Boynton
2. Request to expend $3,900.00 to recondition murals on City Hall – John Alexander, Conlee-Snyder Mural Committee
3. Request to light murals – Cattle Drive @ Badcock's, and Night Passage @ N. 4th Street – John Alexander, Conlee-Snyder Mural Committee
4. Approve Palatka Main Street Wayfinding & Signage Committee Request to move forward with recommendations – Jerry Hafner
5. Concur on recommendation to deny BIG Grant funding for 627 St. Johns Avenue in the amount of $63,850.00 – David Church, owner

** 5. **PUBLIC HEARING** on Planning Board Recommendation to transmit the draft Comprehensive Plan Evaluation and Appraisal Report (EAR) to the Florida Department of Community Affairs for its review of sufficiency pursuant to the requirements of Chapter 163.3191, FS - **STAFF RECOMMENDATION TO CONTINUE PUBLIC HEARING TO DATE CERTAIN OF APRIL 28, 2011**

* 6. **REQUEST to Issue Permission** to exceed noise levels established by Chapter 30, Palatka Code of Ordinances to John Lyon, owner, Steamboat Willies, from 10:00 p.m. until 1:00 a.m., for the following dates: April 22; April 29, May 13, May 27, and May 28; and from 10:00 p.m. to 12:00 midnight on May 29 (May 27 – 29 fall during Blue Crab Festival)

* 7. **RESOLUTION** authorizing the Mayor and City Clerk to execute and attest a Supplemental Joint Participation agreement with FDOT to reduce FDOT, Local and FAA Funds and remove scope of work for design and construction of an equipment building from Taxiway B Drainage, Apron Rehab Contract #FP42754919411 at Palatka Municipal Airport – Adopt

* 8. **RESOLUTION** authorizing the Mayor and City Clerk to execute and attest a Joint Participation Agreement with FDOT for the design & Construction of an equipment building at Palatka Municipal Airport – Adopt

* 9. **RESOLUTION** authorizing the Mayor and City Clerk to execute and attest a Joint Participation Agreement with FDOT for the design and construction of a security fence/access control and related project management in connection with the REDI program at Palatka Municipal Airport – Adopt

* 10. **RESOLUTION** authorizing the Mayor and City Clerk to execute and attest a Joint Participation Agreement with FDOT for the design and upgrade to Building "B-2" and related project management in connection the REDI program at Palatka Municipal Airport

* 11. **ORDINANCE** amending Chapter 50 of the Palatka Municipal Code of Ordinances to amend the deadline for submission of a special events application – 2nd Reading, Adopt

* 12. **ORDINANCE** rescinding and repealing Palatka Ordinance No. 62-6 requiring the City Water Department to inject sodium fluoride into the City water system – 2nd Reading, Adopt

* 13. **ORDINANCE** extending the 2008 Economic Recovery and Incentive Program suspending the City's collection of certain impact fees until December 31, 2012 – 2nd Reading, Adopt

14. **ADMINISTRATIVE REPORTS**

15. **COMMISSIONER COMMENTS**

16. **ADJOURN**

*Attachment **Separate Cover

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

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

Upcoming Events:

May 28 – 31, 2011 – Blue Crab Festival
May 31, 2011 – City Offices closed to observe Memorial Day
July 4, 2011 – Independence Day Celebration – Palatka Riverfront
July 4, 2011 – City offices closed to observe Independence Day
August 11 – 13, 2011 – FLC Annual Conference, Orlando, FL
Sept. 5, 2011 – City offices closed to observe Labor Day

Board Openings:

Fire Pension Board 1 Vacancy ("5th member")
Historic Preservation Board: 1 alternate

WHEREAS, each year, Florida's underground vital utility infrastructure is jeopardized by unintentional damage by those who fail to call 811 to have underground lines located prior to digging. Undesired consequences such as service interruption, damage to the environment, personal injury and even death are the potential results; and

WHEREAS, Sunshine State One-Call of Florida and its 896 members encourage citizens to use the call-before-you-dig number, 811, to help prevent unintentional damages. Designated by the FCC in 2005, the 811 service provides excavators and homeowners a simple, toll-free number to call and request utility line locations at the intended dig site; and

WHEREAS, through education on safe digging practices, excavators and homeowners can save time and money and prevent serious injury to themselves and others by calling 811 before beginning any digging project; waiting two full business days for locate marks; protecting the marks so they remain visible throughout the project; and finally digging with care around the marks; and

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

WHEREAS, all parties agree that safe digging is a shared responsibility. To know what is below call 811 before you dig.

NOW, THEREFORE, I, Vernon Myers, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby proclaim the month of April, 2011 as

SAFE DIGGING MONTH

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

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

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

PALATKA CITY COMMISSION

_____

By: Vernon Myers, MAYOR

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

CITY OF PALATKA
FLORIDA

ELWIN C. "WOODY" BOYNTON, JR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

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

REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

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

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

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

Jim Melfi, Executive Director, Putnam Habitat for Humanity

Address: 1605 Westover Dr., Palatka e-mail putnamhfh@bellsouth.net

Daytime Phone 386-325-5862 Other ph. _____ Fax 386-325-3939

Requested meeting date: April 12, 2010 *Meeting date assigned:* _____
(For Clerk's Office Use Only)

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

Subject Matter you wish to address: Putnam Habitat for Humanity Now Processes US Dept. of Agriculture Applications for Home Repairs at their office in Palatka. Contact Jim Melfi @ 325-5862 **(attach additional sheet if necessary)**

Commission Action Requested, if any: _____

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

HOME REPAIR

Grants & Loans Available

Through the US Department of Agriculture

Applications now being processed by

Putnam Habitat for Humanity

Call Jim Melfi at (386) 325-5862
to determine whether or not you qualify

If qualified, an appointment will be made for you to come into the Habitat for Humanity office 1605 Westover Drive in Palatka where we will assist you in filling out your application

PROGRAM IS FOR LOW AND FIXED INCOME RESIDENTS OF PUTNAM COUNTY

Agenda Item

3a

MEMORANDUM

To: City Commission

From: Jeff Norton, Special Events Coordinator & Parks Supervisor

Date: March 31, 2011

Re: 2011 Blue Crab Friday Nite Party May 27th, 2011

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

1. Special Event Permit Fees established at $100.00; Class A event.
2. Will work with the police department to provide police & security & traffic control for Friday, May 27,2011 Police Fees ware established at _____ man-hours X $18/hour =____.
3. Request Street Closures: St. Johns Avenue from 6th Street to Memorial Drive, Short Laurel Street 2nd, 3rd, 4th, 5th, & 6th Streets from Oak Street to Reid Street.
4. Blue crab Committee will notify all within 1500 feet in regards to this event.
5. Noise ordinance waiver for: Friday, May 27th, 2011 from 5:30 p.m. to 12:00 a.m.
6. Alcohol waiver for: Friday, May 27th, 2011 from 5:30 p.m. to 12:00 a.m.
7. Sanitation: 75 green roll out containers already will be there for the Blue Crab Festival.

8. Total Special Event Permit fees will be: $_____

APPLICATION # 11-23

F

(circle one below)

CLASS A PERMIT – Filing Deadline: 90 days prior to event
CLASS B PERMIT - Filing Deadline: 30 days prior to event
CLASS C PERMIT - Filing Deadline: 14 days prior to event

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

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

BLUE CRAB FESTIVAL, LLC PO BOX 1351, PALATKA, FL 32178

CONTACT PERSON CARLA JAYNE MORRIS TELEPHONE 386-326-0100

CELL - 386-937-6263 FAX # _____

2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY, IF DIFFERENT FROM ABOVE

SAME AS ABOVE

CONTACT PERSON CARLA MORRIS TELEPHONE 386-326-0100

_____ FAX # _____

3. PLEASE CHECK ONE: ☐ NON-PROFIT ☐ FOR PROFIT

4. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY

2011 BLUE CRAB FESTIVAL Friday Nite Kick OFF

4. **DATE & HOURS** OF DESIRED USE: 5pm - 12 pm May 07th, 2011

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

100 ST. JOHNS AVE, MEMORIAL DRIVE, RIVERFRONT PARK

6. REQUEST FOR ROAD CLOSURES: _____

7. REQUEST FOR NOISE VARIANCE(Dates and Times): 5-12

8. REQUEST FOR ALCOHOL VARIANCE: 5-12

9. ESTIMATE OF ANTICIPATED ATTENDANCE 5,000 - 10,000 MORE OR LESS

7. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT SAME AS LAST YEAR

8. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

CLASS A:
- ✓ $100.00 up to 10,000 in attendance per day
- ___ $150.00 10,000 – 40,000 in attendance per day
- ___ $200.00 – 40,000 – 80,000 in attendance per day

CLASS B: ___ $75.00 per day
CLASS C: ___ $25.00 per day
PLUS 7 % Sales Tax

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 1 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 tourna

KARL N. FLAGG
MAYOR-COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

CITY OF PALATKA
FLORIDA

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

ELWIN C. "WOODY" BOYNTO
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

Special Events Vendor Requirements

1. A 12ft clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles.

2. Temporary vender tents and/or canopies of 200sf or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guy ropes, etc will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap.

3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFIC protected. NFPA 70

4. A 44" accessible clear path maintained on all city sidewalks. FBC Ch. 11.

5. Generators will be located to the rear of a vendor space, have a fire extinguisher and be sound deadened.

Food Venders

1. All food venders must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company. (Tag showing inspection within 1 year of event date.)

2. Vendor deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company.

3. Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1,

4. Concession trailers that are cooking food that produces grease

laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96.

5. The Department of Business and Professional Regulation will inspect all venders prior to opening for business. Event Staff will coordinate the overall inspection time.

Exceptions:

a. Non-profit organizations. The vender must have a State of Florida Tax Exemption Certificate, issued in the name of the vendor on site.
b. Venders selling food items not prepared on site, i.e. pre-packaged.

Vender RV Camping

1. Temporary camping with motor homes, 5th wheels and travel trailers is permitted in coordination with the event staff. No tent camping is allowed.

2. Under NO circumstances will any gray or black water be dumped, except in to a proper disposal facility (At this time the City of Palatka does not have a disposal facility within the city). Unauthorized dumping will be met with stiff penalties and expulsion from the event.

3. Parking of RV campers will insure that no driveway, street or parking lot is blocked or obstructing traffic.

4. Campers will be locked when not occupied.

5. Permission to connect to utilities will be only be authorized by event staff.

6. A placard issued by the event staff will identify vender RVs.

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: 2011 BLUE CRAB FESTIVAL

Type of Event: 23RD ANNUAL BLUE CRAB 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) FOOD VENDORS, DISPLAY VENDORS, CARNIVAL, BEAUTY PAGEANT, PARADE

Location of Event: ST. JOHNS AVE MEMORIAL DRIVE AMPITHEATER, CITY DOCK, RIVERFRONT PARK, 100 ST JOHNS AVE.

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

	Date	Day	Begin	End
Event Day 1	5-27	FRIDAY	5 AM/PM	12 AM/PM
Event Day 2	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 3	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 4	_____	_____	_____ AM/PM	_____ AM/PM

Set-up for event will begin on (Date) MONDAY, MAY 23 at (time) 8 AM

Break down will be completed by (Date) MONDAY, MAY 31 at (time) 10-11 PM

Event Sponsor/Organization BLUE CRAB FESTIUAL, LLC

Name of Promoter: BLUE CRAB FESTIUAL Tax Exempt No.: _____

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

"Class A" Event	"Class B" Event
Daily Fees (see fee schedule) $_____	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 $_____ Per day x _____ days $_____

Law Enforcement (City) Police Officer(s)

$ 18.00 per hour x _____ hours $_____

# 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 $_____

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

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

Sanitation Equipment Fee

green roll-out containers of containers _____ x $ 15.00 per container $_____

Additional Charges (list)

_____ $_____

_____ $_____

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

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter)

$_____

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

APPLICANT INFORMATION:

Name: BLUE CRAB FESTIVAL - CARLA SAYNE MORRIS, CHAIRWOMAN
Telephone: 386-326-0100 Fax: 325-9806 Cellular: 937-6263
Address: PO BOX 1351 PALATKA, FL 32177
TEMP. OFFICE: 326 ST SOHNS AVE, PALATKA

Name:
Telephone: Fax: Cellular:
Address:

Other contacts/Keyholders:

Name: MICHELLE RIDER
Cellular: 386-227-11617 Telephone: Fax:

Name:
Cellular: Telephone: Fax:

☐ Estimated Peak Number of Participants (each day of event):
Day 1 5,000 - 10,000 + or -
Day 2 Day 3 Day 4 Day 5

☐ Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used : NONE

☐ Number and proposed location of fire protection services: NA

☐ Inspection(s) – Date and time requested: 100 BLOCK ST SOHNS AVE
2 PM 5-27-11

☐ Emergency medical services: Ambulance Location(s) (note on site map):
TO BE DETERMINED

Number of EMS Personnel required: TO BE DETERMINED

☐ Number and proposed location of portable toilets: (note location on site map)

- ☐ Carnival location (if any) (note location on site map) SEE MAP
- ☐ Number of sanitation roll-out containers required: TO BE DETERMINED
- ☐ Location of parking/transportation services, if any: CITY HALL - HANDICAPPED, RUZIERSOIL, - MOTORCYCLES
- ☐ Type Transport Vehicles (Van, buses, etc.): NA
- ☐ Location of security and emergency vehicle parking on site: TO BE DETERMINED
- ☐ Public street barricades/street closures/detours: (note locations on site map)
- ☐ Temporary Parking, directional Signage needed:
- ☐ Main emergency vehicle access to site (location – also note on site map): ALL ENTRANCES ACCESSABLE
- ☐ Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site map)
- ☐ Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map):
- ☐ Number and location of static/mobile displays (note on site map): NONE
- ☐ Location of event staff management (headquarters): TO BE DETERMINED - TEMP. OFFICE AT 100 BLOCK, BACKSTAGE
- ☐ Staff Uniform Identification: YELLOW SHIRT
- ☐ Main sound system location: 100 ST JOHNS AVE (ENTERTAINMENT TENT)
- ☐ Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, competition courses, etc.): SEE MAP.

- ☐ Number and location of temporary signs/banners: REID ST, 100, TRIANGLE PARK, OVERPASS
- ☐ Number and location of promotional visual effects: NONE
- ☐ Watercraft: _____
- ☐ Aircraft: HELICOPTER RIDES
- ☐ Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.): FESTIVAL SITE
- ☐ Date(s) and times of setup/breakdown: SETUP: MONDAY 5-23 STAKING INSPECTION 8AM SAT 28TH BREAKDOWN MONDAY 30TH AT 5PM UNTIL
- ☐ Name(s) and Type of Musical Bands to Perform (dates & times of performances): TO BE DETERMINED - LIST WILL BE FINALIZED AND FORTHCOMING
- ☐ Noise Abatement Requirements: YES - FRIDAY 5P - 12 MIDNITE
- ☐ Adjoining Properties Impacted (Notification needed?): YES - LETTERS OF NOTIFICATION WILL BE DELIVERED
- ☐ Location, Dates and Times for Alcohol Ordinance Open Container Waiver: ENTERTAINMENT TENT AND BEER TENT AREAS FRIDAY 5-27 5PM - MIDNIGHT
- ☐ Alcohol Sale Requirements (Temporary license, commercial establishment license, etc.): _____
- ☐ Handicapped Accessibility: ALL LOCATIONS - PARKING AT CITY HALL

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) DNA
- ☐ Fire resistive rating certificates (tents, fabric, etc.) – PROVIDED IF NEEDED BY UNITED RENTAL
- ☐ Schedule Fire, Building/Electrical Inspections
- ☐ Schedule Pre/Post Sanitation Inspections } TO BE DETERMINED
- ☐ Example of Special Event vendor permits provided DNA
- ☐ Special Event Certificate of Insurance – City as "Additional Insured"
  (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
  List Certificates required: _____
  _____
- ☐ Required permits (federal, state, local): _____
- ☐ Alcohol License (copy)
- ☐ Additional Meeting Required (Adjacent Properties, Special Events Committee, others)
- ☐ Musical Band Names/Times
- ☐ _____
- ☐ _____
- ☐ _____

PRE-PLANNING MEETING

Name of Special Event/Production: _____ Date _____

Persons Attending Planning Meeting:

Name _____ Representing _____ Position _____ Phone#

_____

NOTES

POST-EVENT CHECKLIST (Class A Events Only)

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

Downtown Palatka

Jeff Norton

From: Jeff Norton
Sent: Monday, March 14, 2011 3:01 PM
To: Brian Hawkins; Debbie Banks; Ed Chandler; Gary Getchell; Mark Lynady; Reno Fells; Vernon Myers; Woody Boynton

Tracking:

Recipient	Delivery	Read
Brian Hawkins	Delivered: 3/14/2011 3:01 PM	Read: 3/14/2011 3:01 PM
Debbie Banks	Delivered: 3/14/2011 3:01 PM	Read: 3/14/2011 3:02 PM
Ed Chandler	Delivered: 3/14/2011 3:01 PM	
Gary Getchell	Delivered: 3/14/2011 3:01 PM	
Mark Lynady	Delivered: 3/14/2011 3:01 PM	Read: 3/14/2011 3:07 PM
Reno Fells	Delivered: 3/14/2011 3:01 PM	Read: 3/14/2011 4:26 PM
Vernon Myers	Delivered: 3/14/2011 3:01 PM	Read: 3/16/2011 3:41 PM
Woody Boynton	Delivered: 3/14/2011 3:01 PM	
Cathy Anderson		Read: 3/15/2011 9:42 AM

I have met with the Blue Crab Festival Organizers for this year's event.
The application is the same as last year.
There are no changes as far as the venue or needs from the City of Palatka.
I will have a copy of the application in each Dept.'s box at City Hall Tuesday morning.
Please prepare any comments and/or OPS plan that may be needed.
I would like to take this to the first meeting in April.
Also there are no changes to the Wolfson's Bass Tournament.
Please have any comments or OPS Plan ready as needed.

Jeff Norton
201 North Second Street
Palatka,Fl. 32177
Office-(386)-329-0100
Fax -(386)-329-0106

Confidentiality Notice; This email (and attachments, if any) is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, copying or use of this communication is strictly prohibited. If you have received this email (and attachments, if any) in error, please notify us immediately by reply email and delete. Thank you.

Special Events Meeting Minutes on February 2, 2011 at 10am at the Palatka Police Department

Jeff Norton	Present	Special Events Coordinator
Ke'Ondra Wright	Present	Parks Department
Mark Lynady	Present	Fire Department
Ed Chandler	Present	Public Works
Scott Reinhold	Present	PPD
Joff Filion	Present	Building & Zoning
Carla Morris	Present	Blue Crab Festival
Dana Jones	Present	Bass Elite- Chamber of Commerce
Julie Linton	Present	Bass Elite- Chamber of Commerce
Jini McCool	Present	Bass Elite- Chamber of Commerce

Chairman Jeff Norton Opened the meeting

Bass Master Elite Citrus Slam Permit # 11-15

- Street Closures: 2nd & Memorial Parkway; 2nd & St. Johns; 1st & Reid Street
- Barricades will be set out on Wednesday March 16th, 2011.
- OPS Plan Scott Reinhold will do an OPS Plan and will provide Ke'Ondra with a copy of the OPS Plan.
- Noise Variance: Thursday March 17, 2011 at 7:00am-9pm
  Friday March 18, 2011 at 7:00am-9pm
  Saturday March 19, 2011 at 7:00am-9pm
  Sunday March 20, 2011 at 1pm-6pm
- There will be sample of alcohol given out in a controlled area. The Chamber will give Jeff the times that the samples will be given out. Jeff will need this information for the Alcohol Variance.
- 10 Green Roll out containers will be needed and also a dump truck.

Other Business:

- Carla Morris was there to let us know that the Blue Crab Festival will be at the end of May this year and everything is the same as last year and that nothings changed.

Agenda Item

3b

MEMORANDUM

To: City Commission

From: Jeff Norton, Special Events Coordinator & Parks Supervisor

Date: March 30, 2011

Re: 2011 Blue Crab Festival; May 28th -30th, 2011

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

1. Special Event Permit Fees established at $600.00 a Class A event.
2. Request: to close boat ramp at the Riverfront Park from 5:00 p.m. Friday, May 27th, 2011 to 5:00 p.m. Monday, May 30th, 2011.
3. Will work with the police department to provide police & security & traffic control for Saturday, May 29 to Monday, May 30. Police Fees have been established at TBD man-hours X $18/hour = TBD
4. Request Street Closures: St. Johns Avenue from 6th Street to Memorial Drive, Short Laurel Street 2nd, 3rd, 4th, 5th, & 6th Streets from Oak Street to Reid Street.
5. Blue crab Committee will notify all within 1500 feet in regards to this event.
6. Noise ordinance waiver for: Saturday, May 28th, 2011 from 10 a.m. to 12:00p.m; Sunday, May 29th, 2011 from 1:00pm to 12:00 a.m.; Monday, May 30th, 2011 from 10 a.m. to 5:00 p.m.
7. Alcohol waiver for: Saturday from 10 a.m. to 12:00 a.m.; Sunday from 1pm to 12:00 a.m.; Monday from 10 a.m. to 5:00 p.m.
8. Sanitation: 75 green roll out containers X $15.00 per container = $1,125.00
9. Deodorizer Fee: 2 gallons @ $15.00/ea. = 30.00

10. Total Special Event Permit fees will be: TBD

APPLICATION # 11-24

(circle one below)

CLASS A PERMIT – Filing Deadline: 90 days prior to event

CLASS B PERMIT - Filing Deadline: 30 days prior to event

CLASS C PERMIT - Filing Deadline: 14 days prior to event

RECEIVED
FEB 0 2 2011

CITY OF PALATKA BY: .....

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

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

BLUE CRAB FESTIVAL OF PALATKA, LLC POBOX 1351 PALATKA 32178

CONTACT PERSON CJ MORRIS TELEPHONE 386-326-0100

CELL: 386-937-6263 FAX # _____

2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY, IF DIFFERENT FROM ABOVE

SAME

CONTACT PERSON SAME TELEPHONE SAME

_____ FAX # _____

3. PLEASE CHECK ONE: ☐ NON-PROFIT ☐ FOR PROFIT

4. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY 2011 BLUE CRAB FESTIVAL

4. **DATE & HOURS** OF DESIRED USE: MAY 28 & 29 10AM-12MIDNITE MAY 30 10-5

5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
CITY DOCK, AMPITHEATER, MEMORIAL DRIVE, RIVERFRONT DR, ST. JOHNS AVE

6. REQUEST FOR ROAD CLOSURES: YES

7. REQUEST FOR NOISE VARIANCE(Dates and Times): SAT MAY 28-10-12, SUN 12-12, MON 10-5

8. REQUEST FOR ALCOHOL VARIANCE: SAME AS NOISE, EXCEPT SUN 1-12

9. ESTIMATE OF ANTICIPATED ATTENDANCE 200,000 + OVER 3 DAYS

7. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT SAME AS LAST YEAR

8. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

CLASS A:
___ $100.00 up to 10,000 in attendance per day
___ $150.00 10,000 – 40,000 in attendance per day
✓ $200.00 – 40,000 – 80,000 in attendance per day

CLASS B: ___ $75.00 per day
CLASS C: ___ $25.00 per day
PLUS 7 % Sales Tax

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 _____ 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 +

KARL N. FLAGG
MAYOR-COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

CITY OF PALATKA
CITY OF PALATKA
FLORIDA

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

ELWIN C. "WOODY" BOYNTON
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

Special Events Vendor Requirements

1. A 12ft clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles.

2. Temporary vender tents and/or canopies of 200sf or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guy ropes, etc will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap.

3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFIC protected. NFPA 70

4. A 44" accessible clear path maintained on all city sidewalks. FBC Ch. 11.

5. Generators will be located to the rear of a vendor space, have a fire extinguisher and be sound deadened.

Food Venders

1. All food venders must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company. (Tag showing inspection within 1 year of event date.)

2. Vendor deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company.

3. Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1,

4. Concession trailers that are cooking food that produces grease

laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96.

5. The Department of Business and Professional Regulation will inspect all venders prior to opening for business. Event Staff will coordinate the overall inspection time.

   Exceptions:

   a. Non-profit organizations. The vender must have a State of Florida Tax Exemption Certificate, issued in the name of the vendor on site.
   b. Venders selling food items not prepared on site, i.e. pre-packaged.

Vender RV Camping

1. Temporary camping with motor homes, 5th wheels and travel trailers is permitted in coordination with the event staff. No tent camping is allowed.

2. Under NO circumstances will any gray or black water be dumped, except in to a proper disposal facility (At this time the City of Palatka does not have a disposal facility within the city). Unauthorized dumping will be met with stiff penalties and expulsion from the event.

3. Parking of RV campers will insure that no driveway, street or parking lot is blocked or obstructing traffic.

4. Campers will be locked when not occupied.

5. Permission to connect to utilities will be only be authorized by event staff.

6. A placard issued by the event staff will identify vender RVs.

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: 2011 BLUE CRAB FESTIVAL

Type of Event: 23RD ANNUAL BLUE CRAB 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 & CRAFTS FOOD AND COMMERCIAL DISPLAY CONCERTS CARNIVAL, PETTING ZOO, BEAUTY PAGEANT, PARADE

Location of Event: ST JOHNS AVE MEMORIAL DRIVE AMPITHEATER, CITY DOCK, RIVERFRONT PARK, 100 BLOCK OF ST JOHNS AVE WEST

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

	Date	Day	Begin	End
Event Day 1	MAY 28	SAT	10 AM/PM	12 AM/PM
Event Day 2	MAY 29	SUN	10 AM/PM	12 AM/PM
Event Day 3	MAY 30	MON	10 AM/PM	5 AM/PM
Event Day 4	_____	_____	_____ AM/PM	_____ AM/PM

Set-up for event will begin on (Date) MONDAY, MAY 23 at (time) 8-9 AM

Break down will be completed by (Date) MONDAY, MAY 30 at (time) 9-10 PM

Event Sponsor/Organization BLUE CRAB FESTIVAL OF PALATKA, LLC

Name of Promoter: BLUE CRAB FESTIVAL Tax Exempt No.: _____

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

"Class A" Event	"Class B" Event
Daily Fees (see fee schedule) $_____	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 $_____ Per day x _____ days $_____

Law Enforcement (City) Police Officer(s)

$ 18.00 per hour x _____ hours $_____

# 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 $_____

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

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

Sanitation Equipment Fee

green roll-out containers of containers _____ x $ 15.00 per container $_____

Additional Charges (list)

_____ $_____

_____ $_____

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

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter)

$_____

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

APPLICANT INFORMATION:

Name: BLUE CRAB FESTIVAL - CARLA JAYNE MORRIS CHAIRWO
Telephone: 326-0100 Fax: 325-9806 Cellular: 937-162163
Address: PO BOX 1351, PALATKA BLUE CRAB PHONE # 325-4406
TEMP OFFICE: 324 ST JOHNS AVE.

Name: PALATKA
Telephone: Fax: Cellular:
Address:

Other contacts/Keyholders:

Name: MICHELLE RIDER
Cellular: 386-227-1617 Telephone: Fax:

Name:
Cellular: Telephone: Fax:

☐ Estimated Peak Number of Participants (each day of event):
Day 1 40,000 Day 2 30,000 Day 3 20,000 Day 4 Day 5

☐ Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used : NONE

☐ Number and proposed location of fire protection services: N/A

☐ Inspection(s) – Date and time requested: SAT MAY 28, TIME TO BE DETERMINED

☐ Emergency medical services: Ambulance Location(s) (note on site map): TO BE DETERMINED

Number of EMS Personnel required:

☐ Number and proposed location of portable toilets: (note location on site map) SEE MAP

- ☐ Carnival location (if any) (note location on site map) RIVERFRONTE FRANK GEORGE APT. LOT
- ☐ Number of sanitation roll-out containers required: TO BE DETERMINED 75
- ☐ Location of parking/transportation services, if any: HANDICAPPED AT CITY HALL, MOTOR CYCLES AT ROZIERS OIL
- ☐ Type Transport Vehicles (Van, buses, etc.): n/A
- ☐ Location of security and emergency vehicle parking on site: TO BE DETERMINED 2nd St. Johns
- ☐ Public street barricades/street closures/detours: (note locations on site map) SEE MAP
- ☐ Temporary Parking, directional Signage needed: HANDICAPPED AT CITYHALL, MOTORCYCLES AT ROZIERS OIL
- ☐ Main emergency vehicle access to site (location – also note on site map): ALL ENTRANCES ACCESSABLE
- ☐ Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site map) Entertainment Tent - Beer Tent - Amphy. Tent
- ☐ Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map):
- ☐ Number and location of static/mobile displays (note on site map): n/A
- ☐ Location of event staff management (headquarters): 326 St JOHNS AVE PALATKA
- ☐ Staff Uniform Identification: YELLOW SHIRTS
- ☐ Main sound system location: 100 ST. JOHNS AVE
- ☐ Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, competition courses, etc.): SEE MAP

- ☐ Number and location of temporary signs/banners: RED ST, OVERPASS, TRIANGLE PARK, HWY 100
- ☐ Number and location of promotional visual effects: N/A
- ☐ Watercraft: _____
- ☐ Aircraft: HELICOPTER RIDES
- ☐ Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.): FESTIVAL AREA
- ☐ Date(s) and times of setup/breakdown: SET-UP MONDAY 5-23 STARTING ABOUT 8AM, BREAKDOWN MONDAY MAY 30, AT 5 UNTIL COMPLETED
- ☐ Name(s) and Type of Musical Bands to Perform (dates & times of performances): SEE ATTACHED LIST
- ☐ Noise Abatement Requirements: YES - SAT 10-12 MIDNITE, SUN 1-12, MONDAY 10-5
- ☐ Adjoining Properties Impacted (Notification needed?): YES - LETER WILL BE DELIVERED
- ☐ Location, Dates and Times for Alcohol Ordinance Open Container Waiver: SAT 10-12, SUNDAY 1-12, MONDAY 10-5, ENTERTAINMENT TENT, BEER TENT
- ☐ Alcohol Sale Requirements (Temporary license, commercial establishment license, etc.): YES, SEE ABOVE
- ☐ Handicapped Accessibility: YES- parking at City Hall

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) DNA
- ☐ Fire resistive rating certificates (tents, fabric, etc.) PROVIDED IF NEEDED
- ☐ Schedule Fire, Building/Electrical Inspections
- ☐ Schedule Pre/Post Sanitation Inspections } TO BE DETERMINED
- ☐ Example of Special Event vendor permits provided DNA
- ☐ Special Event Certificate of Insurance – City as "Additional Insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors) List Certificates required: _____
- ☐ Required permits (federal, state, local): _____
- ☐ Alcohol License (copy)
- ☐ Additional Meeting Required (Adjacent Properties, Special Events Committee, others)
- ☐ Musical Band Names/Times
- ☐ _____
- ☐ _____
- ☐ _____

PRE-PLANNING MEETING

Name of Special Event/Production: _____ Date _____

Persons Attending Planning Meeting:

Name _____ Representing _____ Position _____ Phone#

_____

NOTES

POST-EVENT CHECKLIST (Class A Events Only)

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

Downtown Palatka

12 parcels
Displaced
4 hand

Jeff Norton

From: Jeff Norton
Sent: Monday, March 14, 2011 3:01 PM
To: Brian Hawkins; Debbie Banks; Ed Chandler; Gary Getchell; Mark Lynady; Reno Fells; Vernon Myers; Woody Boynton

Tracking:

Recipient	Delivery	Read
Brian Hawkins	Delivered: 3/14/2011 3:01 PM	Read: 3/14/2011 3:01 PM
Debbie Banks	Delivered: 3/14/2011 3:01 PM	Read: 3/14/2011 3:02 PM
Ed Chandler	Delivered: 3/14/2011 3:01 PM	
Gary Getchell	Delivered: 3/14/2011 3:01 PM	
Mark Lynady	Delivered: 3/14/2011 3:01 PM	Read: 3/14/2011 3:07 PM
Reno Fells	Delivered: 3/14/2011 3:01 PM	Read: 3/14/2011 4:26 PM
Vernon Myers	Delivered: 3/14/2011 3:01 PM	Read: 3/16/2011 3:41 PM
Woody Boynton	Delivered: 3/14/2011 3:01 PM	
Cathy Anderson		Read: 3/15/2011 9:42 AM

I have met with the Blue Crab Festival Organizers for this year's event.
The application is the same as last year.
There are no changes as far as the venue or needs from the City of Palatka.
I will have a copy of the application in each Dept.'s box at City Hall Tuesday morning.
Please prepare any comments and/or OPS plan that may be needed.
I would like to take this to the first meeting in April.
Also there are no changes to the Wolfson's Bass Tournament.
Please have any comments or OPS Plan ready as needed.

Jeff Norton
201 North Second Street
Palatka,Fl. 32177
Office-(386)-329-0100
Fax -(386)-329-0106

Confidentiality Notice; This email (and attachments, if any) is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, copying or use of this communication is strictly prohibited. If you have received this email (and attachments, if any) in error, please notify us immediately by reply email and delete. Thank you.

Special Events Meeting Minutes on February 2, 2011 at 10am at the Palatka Police Department

Jeff Norton	Present	Special Events Coordinator
Ke'Ondra Wright	Present	Parks Department
Mark Lynady	Present	Fire Department
Ed Chandler	Present	Public Works
Scott Reinhold	Present	PPD
Joff Filion	Present	Building & Zoning
Carla Morris	Present	Blue Crab Festival
Dana Jones	Present	Bass Elite- Chamber of Commerce
Julie Linton	Present	Bass Elite- Chamber of Commerce
Jini McCool	Present	Bass Elite- Chamber of Commerce

Chairman Jeff Norton Opened the meeting

Bass Master Elite Citrus Slam Permit # 11-15

- Street Closures: 2nd & Memorial Parkway; 2nd & St. Johns; 1st & Reid Street
- Barricades will be set out on Wednesday March 16th, 2011.
- OPS Plan Scott Reinhold will do an OPS Plan and will provide Ke'Ondra with a copy of the OPS Plan.
- Noise Variance: Thursday March 17, 2011 at 7:00am-9pm
  Friday March 18, 2011 at 7:00am-9pm
  Saturday March 19, 2011 at 7:00am-9pm
  Sunday March 20, 2011 at 1pm-6pm
- There will be sample of alcohol given out in a controlled area. The Chamber will give Jeff the times that the samples will be given out. Jeff will need this information for the Alcohol Variance.
- 10 Green Roll out containers will be needed and also a dump truck.

Other Business:

- Carla Morris was there to let us know that the Blue Crab Festival will be at the end of May this year and everything is the same as last year and that nothings changed.

Agenda Item

3c

MEMORANDUM

To: City Commission

From: Jeff Norton, Special Events Coordinator & Parks Supervisor

Date: March 30, 2011

Re: 2011 Wolfson Children's Hospital Bass Tournament; May 18th thru May 11st, 2011

Attached please find the Special Events Permit Application for the above referenced event. Staff's recommendations are a follows:

1. Riverfront Fees established at $200.00
2. Request to close boat ramp at the Riverfront Park from Friday, May 20th, 6:00p.m. to 6:00 p.m. Saturday May 21st , 2011.
3. Will work with police department to provide police & security & traffic control for Saturday, May 21st, 2010. Police fees have been established at 22 man-hours X $18/hour = $396.00.
4. Mr. Kevin Herbert will notify the Church in regard to this event.
5. Noise ordinance waiver for: Saturday May 20th, 2011 from 6:00 a.m. to 7:00 a.m.
6. Total Special Event Permit fees will be: $596.00

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

APPLICATION # 11-10

RECEIVED
DEC 3 1 2010
BY: K. Wright

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

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER Wolfson Children's Hospital Bass Tournaments
Kevin or Rhonda Hebert Post Office Box 261 Sharon SC 29742

CONTACT PERSON Kevin or Rhonda Hebert TELEPHONE 904 226-2581

FAX # 904 389-8653

2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY, IF DIFFERENT FROM ABOVE
Same

CONTACT PERSON Same TELEPHONE

FAX #

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY Open Boat Bass Tournaments

DATE & HOURS OF DESIRED USE: 24 hours per day May 18 - 21, 2011

5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, Road Closure etc.)
Entire Park-City Docks Amphitheater, Gazebo, ~~Concession Stand~~

6. ESTIMATE OF ANTICIPATED ATTENDANCE 2000-3000 on Saturday May 21, 2011

7. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT One Weigh-in trailer
400-500 trucks and bass boat trailers (Saturday only)

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)
___ $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 _____ 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 Parks Department office at 386-329-0100 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

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.

October 30, 2010
DATE

Rhonda Hebert
SIGNATURE OF APPLICANT

APPROVED:

Jeff Nort 2-2-2011
Jeff Norton DATE
Special Events coordinator

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:
City of Palatka
Parks Department
201 N. 2nd Street
Palatka, FL 32177

COPIES TO:
Police Department
Fire Department
Sanitation Department
Downtown Palatka, Inc.
City Clerk
Chamber of Commerce
Keep Putnam Beautiful
Palatka Daily News
Mary Murphy, WebMaster

(FOR ADDITIONAL INFORMATION PLEASE CALL THE PARKS DEPARTMENT AT 386-329-0100)

(Revised 10/09/06)

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: Twenty Second Annual Wolfson Children's Bass Tournament

Type of Event: Open Boat Bass Tournament

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

Location of Event: Palatka City Docks, entire waterfront

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

	Date	Day	Begin	End
Event Day 1	05/19/11	Thursday	4:00 AM/PM	6:00 AM/PM
Event Day 2	05/20/11	Friday	4:00 AM/PM	6:00 AM/PM
Event Day 3	05/21/11	Saturday	2:00 AM/PM	7:00 AM/PM
Event Day 4			AM/PM	AM/PM

Set-up for event will begin on (Date) Wed. May 19, 2011 at (time) 8:00 AM

Break down will be completed by (Date) Sat. May 21, 2011 at (time) 8:30 PM

Revised: 1/22/01

Event Sponsor/Organization_____

Name of Promoter: _____ Tax Exempt No.: _____

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

"Class A" Event	"Class B" Event
Daily Fees (see fee schedule) $_____	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 $_____ Per day x _____ days $_____

Law Enforcement (City)
Police Officer(s) $ 18.00 per hour x _____ hours $_____

# 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 $_____

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

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

Sanitation Equipment Fee
green roll-out containers of containers _____ x $ 15.00 per container $_____

Additional Charges (list)

_____ $_____

_____ $_____

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

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) $_____

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

APPLICANT INFORMATION:

Name: Kevin Hebert-Tournament Director Wolfson Children's Hospital
Telephone: 980 395-5297 Fax: 904 389-8653 Cellular: 904 226-2581
Address: Post Office Box 261 Sharon SC 29742

Name: Rhonda Hebert - Tournament Secretary
Telephone: ~~904 275 2039~~ Fax: Cellular: 904 226-2581
Address: Post Office Box 5964 Jax., FL 32247
803 658-5054

Other contacts/Keyholders:

Name: Brian Seay Telephone: 904 981-0276
Cellular: 904 509-9289 Fax: 904 389-8653

Name: N/A Telephone:
Cellular: Fax:

☐ Estimated Peak Number of Participants (each day of event): Day 1 200
Day 2 160 Day 3 1000 Day 4 Day 5

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

☐ Number and proposed location of fire protection services: N/A

☐ Inspection(s) – Date and time requested:

☐ Emergency medical services: Ambulance Location(s) (note on site map):

Number of EMS Personnel required: None

☐ Number and proposed location of portable toilets: (note location on site map)
20 plus 1 handicapped- various locations around park

- ❑ Carnival location (if any) (note location on site map) N/A
- ❑ Number of sanitation roll-out containers required: We will supply trash boxes
- ❑ Location of parking/transportation services, if any: Various lots around town
- ❑ Type Transport Vehicles (Van, buses, etc.): Trucks with boats/trailers and one shuttle van.
- ❑ Location of security and emergency vehicle parking on site:
- ❑ Public street barricades/street closures/detours: (note locations on site map) Same as previous years
- ❑ Temporary Parking, directional Signage needed: Same as previous years
- ❑ Main emergency vehicle access to site (location – also note on site map): N/A
- ❑ Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site map) We need concession stand for registration, Amphitheater Area for weigh-ins Same as previous years ~~Ramp~~ Ramp Area mornings and afternoons
- ❑ Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map): 5+ Food vendors at Ampitheater Area
- ❑ Number and location of static/mobile displays (note on site map): None
- ❑ Location of event staff management (headquarters): Quality Inn & Suites (Riverfront)
- ❑ Staff Uniform Identification: N/A
- ❑ Main sound system location: Amphitheater Area in afternoon and Ramp area in the mornings.
- ❑ Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, competition courses, etc.): Launches at Ramp Area and Weigh-in at Amphitheater

- ❑ **Number and location of temporary signs/banners:** Sponsor banners around park
- ❑ **Number and location of promotional visual effects:** Weigh-in trailer-Amphitheater
- ❑ **Watercraft:** Participants Boats and 2 check boats
- ❑ **Aircraft:** None
- ❑ **Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.):** Banners in various locations around park
- ❑ **Date(s) and times of setup/breakdown:** Set up Wed. May 18, 2011 8:00 AM Breakdown Saturday May 21, 2011 following weigh-in
- ❑ **Name(s) and Type of Musical Bands to Perform (dates & times of performances):** N/A
- ❑ **Noise Abatement Requirements:**
- ❑ **Adjoining Properties Impacted (Notification needed?):** Various parking lots in area for anglers and spectators
- ❑ **Location, Dates and Times for Alcohol Ordinance Open Container Waiver:** N/A
- ❑ **Alcohol Sale Requirements (Temporary license, commercial establishment license, etc.):** N/A
- ❑ **Handicapped Accessibility:** Just those already on site

Items Outstanding:

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

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

PRE-PLANNING MEETING

Name of Special Event/Production: _____ Date _____

Persons Attending Planning Meeting:

Name _____ Representing _____ Position _____ Phone#

_____

NOTES

POST-EVENT CHECKLIST (Class A Events Only)

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

Downtown Palatka

Downtown Palatka

Mug Race

Jeff Norton

From: Jeff Norton
Sent: Monday, March 14, 2011 3:01 PM
To: Brian Hawkins; Debbie Banks; Ed Chandler; Gary Getchell; Mark Lynady; Reno Fells; Vernon Myers; Woody Boynton

Tracking:

Recipient	Delivery	Read
Brian Hawkins	Delivered: 3/14/2011 3:01 PM	Read: 3/14/2011 3:01 PM
Debbie Banks	Delivered: 3/14/2011 3:01 PM	Read: 3/14/2011 3:02 PM
Ed Chandler	Delivered: 3/14/2011 3:01 PM	
Gary Getchell	Delivered: 3/14/2011 3:01 PM	
Mark Lynady	Delivered: 3/14/2011 3:01 PM	Read: 3/14/2011 3:07 PM
Reno Fells	Delivered: 3/14/2011 3:01 PM	Read: 3/14/2011 4:26 PM
Vernon Myers	Delivered: 3/14/2011 3:01 PM	Read: 3/16/2011 3:41 PM
Woody Boynton	Delivered: 3/14/2011 3:01 PM	
Cathy Anderson		Read: 3/15/2011 9:42 AM

I have met with the Blue Crab Festival Organizers for this year's event.
The application is the same as last year.
There are no changes as far as the venue or needs from the City of Palatka.
I will have a copy of the application in each Dept.'s box at City Hall Tuesday morning.
Please prepare any comments and/or OPS plan that may be needed.
I would like to take this to the first meeting in April.
Also there are no changes to the Wolfson's Bass Tournament.
Please have any comments or OPS Plan ready as needed.

Jeff Norton
201 North Second Street
Palatka,Fl. 32177
Office-(386)-329-0100
Fax -(386)-329-0106

Confidentiality Notice; This email (and attachments, if any) is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, copying or use of this communication is strictly prohibited. If you have received this email (and attachments, if any) in error, please notify us immediately by reply email and delete. Thank you.

Special Events Meeting Minutes on February 2, 2011 at 10am at the Palatka Police Department

Jeff Norton	Present	Special Events Coordinator
Ke'Ondra Wright	Present	Parks Department
Mark Lynady	Present	Fire Department
Ed Chandler	Present	Public Works
Scott Reinhold	Present	PPD
Joff Filion	Present	Building & Zoning
Carla Morris	Present	Blue Crab Festival
Dana Jones	Present	Bass Elite- Chamber of Commerce
Julie Linton	Present	Bass Elite- Chamber of Commerce
Jini McCool	Present	Bass Elite- Chamber of Commerce

Chairman Jeff Norton Opened the meeting

Bass Master Elite Citrus Slam Permit # 11-15

- Street Closures: 2nd & Memorial Parkway; 2nd & St. Johns; 1st & Reid Street
- Barricades will be set out on Wednesday March 16th, 2011.
- OPS Plan Scott Reinhold will do an OPS Plan and will provide Ke'Ondra with a copy of the OPS Plan.
- Noise Variance: Thursday March 17, 2011 at 7:00am-9pm
  Friday March 18, 2011 at 7:00am-9pm
  Saturday March 19, 2011 at 7:00am-9pm
  Sunday March 20, 2011 at 1pm-6pm
- There will be sample of alcohol given out in a controlled area. The Chamber will give Jeff the times that the samples will be given out. Jeff will need this information for the Alcohol Variance.
- 10 Green Roll out containers will be needed and also a dump truck.

Other Business:

- Carla Morris was there to let us know that the Blue Crab Festival will be at the end of May this year and everything is the same as last year and that nothings changed.

Wolfson's Bass Tournament OPS PLAN

Palatka Police Department

Operations Plan

Wolfson Bass Tournament 2011

OIC: Police Officer with Palatka Police Department.

Date: May 18, 2011 thru May 21, 2010

Event Times: Early morning hours until late afternoon hours each day.

Police Detail Times:

May 21, 2011

0200 hours – 0800 hours - 1 Officer for traffic / OIC = 6 hours

1 Officer for security = 6 hours

4 PSA's or volunteers to work traffic = 24 hours

1400 hours – 1900 hours - 1 Officer for traffic / OIC = 5 hours

1 Officer for security = 5 hours

4 PSA's or volunteers to work traffic = 20

Command Post: None

Agency Contacts:

Palatka Police Department - Designated OIC

Central Dispatch - Dispatch Supervisor on duty

Wolfson - Kevin or Rhonda Hebert (904-226-2581)

If rescue or other agency assistance is needed they will be called and dispatched through the Sheriff's Office.

Event Information:

The event is scheduled for set up on May 18th.

The event will have some displays and exhibits at various locations at the riverfront and city dock.

On May 19th and 20th bass tournaments are scheduled, but are smaller and don't require police assistance. Decoy police vehicles will be used during the event as a crime deterrent and extra patrol will be done by on duty personnel. One decoy vehicle will be placed near the boat ramp and the other decoy vehicle near the clock tower.

The main bass tournament that will require police assistance will be on May 21st and the times are listed above under police detail times. The event will have approximately 500 to 600 vehicles with trailers that will need to be parked. The Police Officers and PSA's assigned to the detail will be directing the vehicles so they can be parked in various locations near the boat ramp.

Communications:

All Officers and PSA's working the detail will use a radio channel designated by the OIC.

The OIC will get with the communications supervisor before the event to establish what radio channel will be used.

Communication with Wolfson staff will be done by word of mouth or cell phone.

Traffic Control / Maps:

A map of the area will be provided indicating where decoy vehicles will be parked. The map will also indicate where Officers and PSA's will be assigned, road closures and parking areas.

Compensation / Reimbursement:

The event and overtime hours have been approved through City Hall.

The organization will be reimbursing the city for overtime costs.

Security:

The officer assigned to the security portion of the detail will be responsible for being in the area of where event staff handles the money transactions.

Outside Support:

If anyone from another agency or organization is utilized for any security or traffic control they will be directed through the OIC and fall under the Incident Command System. In past events Police Service Aids and or Police Explorers have responded to assist. These resources will be given assignments by the Incident Commander.

Equipment Needed:

The uniform will be the authorized off duty uniform (black and tan) for officers and the regular PSA uniform for PSA's.

Traffic vests will be worn.

Flash lights will be utilized.

Portable radios will be used.

The Incident Commander will make contact with the Streets Department before the event to make sure the barricades will be delivered before the event takes place.

Decoy police vehicles will be used during the event as a crime deterrent.

Arrests:

No arrests are expected, if an arrest is made the on duty zone officer will be used to transport and assist.

Medical:

If an incident occurs and rescue is needed they will be dispatched through communications.

Transportation:

Marked patrol vehicles.

Golf carts.

Briefing:

Briefing will be held at the start of the detail (3rd and Laurel).

Post occurrence duties:

Officers working the detail will be given assignments by the OIC to open roads and take down barricades.

All equipment and Police Department property will be accounted for.

Debrief:

Debrief will be held at 3rd and Laurel Street after post occurrence duties are completed.

All officers and PSA's working the detail will attend the debriefing along with a representative for the Wolfson tournament. If a representative from the tournament is unable to attend the debriefing the OIC will make contact with that person and document any concerns.

After Action Report:

The OIC will complete an after action report listing any problems or changes that need to be made to the operations plan.

The report will be submitted to the Patrol Commander.

To: Commander Fells

From: Sergeant Hawkins

Date: 03-18-2011

Reference: Security Fee for Wolfson's Bass Tournament

Saturday May 21st 2011

Early morning detail (when boats are put into the water)

1 Officer for traffic / OIC = 6 hours

1 Officer for security = 6 hours

Afternoon detail (when boats exit the water and fish are weighed in)

1 Officer for traffic / OIC = 5 hours

1 Officer for security = 5 hours

Total hours – 22 x $18.00 = $396.00 Security Fee

Sergeant Brian Hawkins

Agenda Item

3d

201 N. 2nd Street
Palatka, FL 32177
Tel. (386) 329-0100
Fax (386) 329-0199

City of Palatka

Office of the City Manager

To: **Mayor Myers, Commissioners**

From: Woody Boynton, City Manager

Date: April 8, 2011

RE: Debris Removal Contract

Attached is a copy of a debris removal contract to be executed with A&H Excavation, Inc. This Contract will provide the City with a debris removal contractor prior to a storm events occurring. This is the same contract that was executed last year at this time and is in fact a renewal of the current contract. No changes including costs are being proposed by either party.

Entering into a Contract with a debris removal contractor prior to storm events is recommended by FEMA, as it accelerates the removal process and ensures competitive bids from contractors. I have discussed the City utilizing this contract with Skeet Alford, owner of A&H Excavation and he has no issues with this arrangement. Incidentally, this is the same contractor who assisted the City in its debris removal during the 2004 storms.

It is the recommendation of the City Manager that this contract be executed (renewed). Should you have any questions or need additional information, please do not hesitate to call.

AGREEMENT FOR CONTRACTOR SERVICES

This Agreement made as of this 14th day of April, 2011, by and between the City of Palatka, Florida, a political subdivision of the State of Florida (the "CITY"), and A & H Excavation, Inc., { } an individual, {X} a corporation, { } a partnership, authorized to do business in the State of Florida (the "CONTRACTOR"), whose address is 3816 Reid Street, Palatka, FL 32177.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 – SERVICES

The CONTRACTOR'S responsibility under this Agreement is to provide yard trash / debris (debris) removal services as directed by the CITY as set forth on Exhibit A hereto.

ARTICLE 2 – CONTRACT TERM

The initial term of this Agreement expires on June 30, 2011. It is agreed that it is renewed for two (2) one-year periods on the same terms and conditions, except for the price, which shall be subject to mutual agreement of the parties. This renewal agreement begins on July 1, 2011 and expires on June 30, 2012.

ARTICLE 3 – SCHEDULE

The CONTRACTOR shall commence services promptly and complete all services in a timely manner.

ARTICLE 4 – PAYMENTS TO CONTRACTOR

The CITY shall pay to the CONTRACTOR for services satisfactorily performed $12.75 per cubic yard delivered to the staging area(s) designated by the CONTRACTOR and approved by the CITY, which includes all direct charges and reimbursable expenses if any. Note: This is a per cubic yard basis contract only.

ARTICLE 5 – TERMINATION

This Agreement may be terminated by the CITY on 7 days prior notice.

ARTICLE 6 – INDEMNIFICATION

The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any act or omission of the CONTRACTOR, its agents, servants, or employees, or which otherwise arises in connection with the performance of this Agreement.

ARTICLE 7 – INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement, or representation.

The CONTRACTOR is authorized to employ subcontractors to perform the work hereunder.

IN WITNESS WHEREOF the City Commission of the City of Palatka, Florida, Florida has made and executed this Agreement on behalf of the CITY and CONTRACTOR has hereunto set his/her hand as of the day and year first above written.

CITY OF PALATKA:

BY: _____
Its MAYOR

ATTEST:

_____
City Clerk

CONTRACTOR:

A & H Excavation, Inc.
COMPANY NAME

Witnesses:

BY: _____
SIGNATURE

_____
NAME_____
(TYPE OR PRINT)

Charles E. Alford, Jr.
TITLE: President

_____
NAME_____
(TYPE OR PRINT)

EXHIBIT A

SCOPE OF WORK
FOR
DEBRIS REMOVAL SERVICES

1.0 GENERAL

1.1 The purpose of this contract is to remove and dispose of all eligible debris (see definition of eligible debris in Section 4.1) from the City Rights-of-Way (ROW) and public properties.

2.0 SERVICES

2.1 The Contractor shall provide for debris removal and disposal of all eligible debris from the City ROW and public properties.

2.2 The debris shall be taken to the staging area(s) designated by the Contractor and approved by the City. All necessary permits shall be obtained by the Contractor.

2.3 Haul and Dispose. The work shall consist of clearing, separating, and removing any and all eligible debris from the ROW of streets and roads and eligible public property. Work will include 1) examining and sorting debris to determine whether or not debris is eligible; 2) loading and sorting debris; 3) hauling the eligible debris to an approved staging area. Ineligible debris will not be loaded, hauled, or dumped under this contract. The City shall be notified of any ineligible debris placed at the ROW for collection. The Contractor shall make a maximum of three (3) passes with a minimum of one weekend between each pass unless the City establishes a different schedule. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City's representative (CR), who shall be an employee of the City Sanitation Department. This does not imply that the Contractor must complete all three passes prior to requesting approval to move from a location. ONLY THAT PART OF THE DEBRIS THAT LIES WITHIN THE ROW AND PUBLIC PROPERTY SHALL BE REMOVED. THE CONTRACTOR SHALL NOT ENTER OR REMOVE DEBRIS FROM PRIVATE PROPERTY DURING THE PERFORMANCE OF THIS CONTRACT.

2.4 A portion of the project will occur in residential areas. The Contractor shall exercise due care to minimize any damages to trees, shrubs, landscaping, and general property. The Contractor will repair any damages caused by the Contractor's equipment or personnel in a timely manner. The debris work area will be left as reasonably clean and clear of debris as practical under the conditions of this project.

2.5 The Contractor will use equipment and perform work in a manner to prevent damages to infrastructure facilities and adjacent ROWs, including all landscaped areas. All loading equipment will be required to operate from the street/road using buckets, booms, grapple devices, or hand-removal to remove and load the debris. Tracked equipment will not be used in residential areas without prior approval from the CR.

2.6 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

2.7 The City reserves the right to inspect the sites, verify quantities, and review operations at any time.

All work shall be accomplished in a safe manner in accordance with applicable law(s).

3.0 LOAD TICKETS

3.1 Load Tickets will be used for recording the volume of debris removed for disposal and will be provided by the City.

3.2 Each ticket will contain the following information:

1. Ticket Number
2. Contract/Bid Number
3. Date
4. Contractor Name
5. Truck Number
6. Truck and/or Trailer Capacity
7. Point of Debris Collection (Actual Street Name)
8. Load Departure Time
9. Dump Arrival Time
10. Percent of Load Capacity
11. Actual Debris Volume
12. Debris Eligibility (Y/N)

3.3 A minimum four-part load ticket will be issued by a CR monitor prior to transport of the debris from the loading site. The entire four-part load ticket will be given to the vehicle operator. Upon arrival at the staging area, the vehicle operator will give the entire four-part load ticket to the CR monitor. The CR monitor will verify the hauler and equipment and establish a percent of truck / trailer capacity with eligible debris. After documenting percentage, the CR monitor will calculate the actual volume of the load, to the nearest .10 yard. The CR monitor will document the data on the load ticket. The CR monitor will detach one copy of the load ticket and give that one copy to the vehicle operator. One copy will then be given to the Contractor, one copy will be given to FEMA, and the original will be kept by the CR. The load tickets will be submitted with the daily report.

4.0 DEBRIS CLASSIFICATION

4.1 Eligible Debris. Debris that is within the scope of this contract includes, but is not limited to, damaged and disturbed trees, bushes and shrubs, and broken, partially broken, and severed tree limbs and brush.

5.0 PERFORMANCE SCHEDULE

5.1 The Contractor shall commence debris removal operations within twenty-four (24) hours of receipt of notice to proceed.

5.2 Prior to commencing debris removal operations, the Contractor shall, with the CR'S direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7 and 14 day projection. The plan will be updated every Monday. The Contractor shall also provide full details regarding any subcontractors to be used.

5.3 All activity associated with debris operations shall be performed during visible daylight hours only. The Contractor may work daylight hours Monday through Saturday if debris is being delivered to the landfill; if debris is being delivered to a staging area, the Contractor may work seven (7) days a week.

6.0 EQUIPMENT

6.1 All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. Any truck used to haul debris must be mechanically loaded by an appropriately sized front-end loader, backhoe, or other approved and appropriate equipment. Preferably, the truck or trailer should compact and dump hydraulically and be capable of rapidly dumping its load without the assistance of other equipment. If assistance of other equipment is needed, the Contractor will provide means to rapidly unload any trailer that does not have a means for dumping. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the CR. All truck and trailers used to haul debris must have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All trucks and trailers must be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. All hauling equipment must be measured and marked for its load capacity. All equipment will be inspected by the Contractor prior to use. The CR will provide a form for this purpose.

6.2 Prior to commencing debris removal operations, the Contractor shall present to the CR all trucks or trailers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Each truck or trailer will be numbered and clearly display the load capacity for identification with a permanent marking. The CR may, at any time, request that the trucks be re-measured. The Contractor shall notify the CR before a new truck or trailer is to be used under this contract. No capacity can exceed 100% of the measured volume.

6.3 Trucks or equipment, which are designated for use under this contract, shall not be used for any other work while performing work under this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

6.4 Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the CR.

6.5 The Contractor will provide an inspection tower at each staging area. This tower must be constructed such that the CR monitor can look down into the beds to fully view the debris loads, establishing volumes. The inspection tower must be constructed to meet all local, state, and

federal requirements. The Contractor may provide a mechanical lift to be used in place of the constructed tower. The Contractor shall provide portable restroom facilities at all staging areas.

7.0 REPORTING

7.1 The Contractor shall submit a report to the CR during each day of the term of the contract. Each report shall contain at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Crew
4. Location of work
5. Date of Report
6. Daily and cumulative totals of debris removed

7.2 Discrepancies between the daily report and the corresponding load tickets will be reconciled no later than the following day.

8.0 OTHER CONSIDERATIONS

8.1 The Contractor shall supervise and direct the work using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

8.2 The Contractor must be duly licensed in accordance with the state's requirements to perform the work.

8.3 The Contractor shall be responsible for taking corrective action in response to any complaints and/or notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such complaint or violation shall be in a timely manner and at no additional cost to the City.

8.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with applicable law.

8.5 The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations.

8.6 The Contractor will work closely with FEMA and other applicable State and Federal Agencies to ensure that debris collection and documentation appropriately address concerns of the likely reimbursement agencies.

9.0 FINAL DISPOSITION

9.1 NOTE: The method of final disposal will be determined by the Contractor and approved by the CR. Debris may be chipped, burnt, or otherwise disposed.

10.0 MEASUREMENT

10.1 Measurement for all debris removed will be determined by the eligible debris delivered to the staging area, as supported by the load ticket [Load Ticket Clause 3.0].

11.0 BONDING AND INSURANCE

11.1 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Contractors shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to City. All policies shall be occurrence form policies and shall name City as an additional insured, with a right to defense, with the premiums thereon fully paid by Contractor on or before their due date. The liability insurance policy shall afford minimum protection of $1,000,000 combined single limit coverage for bodily injury, property damage, or combination thereof.

Required insurance shall be documented in Certificates of Insurance, which provide that City shall be notified at least 30 days in advance of cancellation, no renewal, or adverse change. New Certificates of Insurance are to be provided to City at least 15 days prior to coverage renewals.

Receipt of certificates or other documentation of insurance or policies or copies of policies by City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements herein.

Contractor shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease. Contractor shall also purchase any other coverages required by law.

Contractor's maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

The City requires the following additional type of insurance:

Business Auto Liability. Proof of Business Auto Liability shall be provided with minimum protection of $1,000,000 combined single limit coverage for bodily injury, property damage, or combination thereof. Coverage shall include hired and non-owned auto liability also.

Prior to signing of contract, Contractor agrees to furnish CR with all applicable certificates of insurance. Within 24 hours following signing of contract, Contractor shall provide copies of insurance policies including all endorsements. The Contractor must be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance.

12.0 PAYMENT

12.1 Payment for work completed may be invoiced on a bi-weekly basis and must include sufficient documentation (i.e. equipment number, cubic yards, ETC.) to support payment requested by the Contractor. The Contractor must comply with any invoicing or reporting requirements specified by FEMA.

12.2 Ten percent (10%) of all invoices will be retained until the contract is completed to the satisfaction of the CR.

13.0 OTHER CONTRACTS

13.1 The City reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

14.0 ENCLOSURES/ATTACHMENTS

14.1 Daily Report – (By Cubic Yard)

14.2 Proposal

DAILY HAUL RECORD (BY CUBIC YARD)

TICKET#	DATE	TIME	TRUCK#	CAPACITY	%LOAD	ACTUAL	ELIGIBLE	COMMENTS

Agenda Item

3e

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: City Commission

From: Betsy Driggers, City Clerk

Date: 4/7/2011

Re: FDOT Traffic Signal Maintenance and Compensation Agreement AM781

In 2002 the City entered into Traffic Signal Maintenance & Compensation Agreement #AM781 with FDOT to share costs incident to the operation of the traffic signals and highway lighting on the State's highway system. Each year the City is required to execute Amendment A to that contract, setting forth the agree-upon amount for signal maintenance for the coming contract year. Exhibit A, setting forth the reimbursement amount for the period July 1, 2011 through June 30, 2012 is attached. The increase is as specified in Exhibit B to the contract, which was executed in January, 2010, a copy of which is attached.

Please authorize execution of Exhibit A to FDOT Traffic Signal Maintenance Agreement #AM781 agreeing to a total reimbursement of $14,517.75 for contract year July 1, 2011 through June 30, 2012.

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY 11/12
Effective Date: 07/01/2011 To: 06/30/2012

Maintaining Agency: CITY OF PALATKA

Intersection Locations	Compensation (Yes or No)	Traffic Signal (TS) or Intersection Control Beacon (ICB)	FDOT FY Unit Rate (refer to Exhibit B)	Percent of State (Ex 25, 33, 50, 75 or 100)	Total Amount (Unit Rate X Percent)
SR15/20/100, (US17) REID ST. at 2ND ST.	Yes	TS	$2701.00	50.00%	$1,350.50
SR15/20/100, (US17) REID ST. at 3RD ST.	Yes	TS	$2701.00	50.00%	$1,350.50
SR15/20/100, (US17) REID ST. at 4TH ST.	Yes	TS	$2701.00	50.00%	$1,350.50
SR15/20/100, (US17) REID ST. at 7TH ST.	Yes	TS	$2701.00	50.00%	$1,350.50
SR15/20/100, (US17) REID ST. at SR20, 9TH ST.	Yes	TS	$2701.00	75.00%	$2,025.75
SR15/20/100, (US17) REID ST. at 11TH ST.	Yes	TS	$2701.00	50.00%	$1,350.50
SR15/20/100, (US17) REID ST. at MOSELEY AVE./20T	Yes	TS	$2701.00	50.00%	$1,350.50
SR20, (CRILL AVE.) at CR311 (HUSSON AVE.)	Yes	TS	$2701.00	50.00%	$1,350.50
SR20, (CRILL AVE.) at 20TH ST. (MOSELEY AVE.)	Yes	TS	$2701.00	50.00%	$1,350.50
SR20, CRILL AVE. at W. H. BEASLEY MIDDLE SCHOO	No		School Signal		0
SR20, CRILL AVE. at S. 13TH ST.	Yes	ICB	$675.00	50.00%	$337.50
20, (CRILL AVE.) at LEMON ST.	Yes	TS	$2701.00	50.00%	$1,350.50
				Total Lump Sum	$14,517.75

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For satisfactory completion of all services detailed in this agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of $14,517.75

Maintaining Agency **Date**

District Traffic Operations Engineer **Date**

Betsy Driggers

From: Reed, Jarrod [Jarrod.Reed@dot.state.fl.us]
Sent: Monday, March 28, 2011 2:34 PM
To: Woody Boynton; Betsy Driggers; Matt Reynolds
Cc: Farnell, Amanda
Subject: Traffic Operations Signal Maintenance and Compensation - Exhibit A
Attachments: CITY OF PALATKA.pdf

Dear Woody Boynton,

CITY OF PALATKA's Exhibit A of the Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation contains a list of all traffic signals and signal equipment on the state highway system. CITY OF PALATKA receives annual compensation for maintenance work performed on locations according to the Exhibit A. Please review, verify and sign the attached Exhibit A for FY 2011-2012 (beginning July 1, 2011 and ending June 30, 2012).

Also, the CITY OF PALATKA must submit an invoice to the Department for maintenance work performed during this current fiscal year (July 1, 2010 - June 30, 2011). As per the Exhibit A for FY 2010-2011, that invoice amount is $14,093.50. Please include the following statement on the invoice:

I hereby certify that the traffic signals identified in Exhibit A FY 10/11 were maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

Both the Exhibit A for FY 11/12 and the invoice for work performed in FY 10/11 must be signed by an authorized representative for CITY OF PALATKA. Once signed, please mail, or email the documents to me before April 30, 2011.

If you have any questions about either the Exhibit A or the invoice, feel free to contact me.

Sincerely,

Jarrod B. Reed
Florida Department of Transportation, D2
Traffic Signal Specialist, Traffic Operations
1109 South Marion Avenue, MS 2023
Lake City, FL 32025-5874
Phone: (386) 961-7534

CITY OF PALATKA.pdf

RESOLUTION NO. 8- 62

entitled

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST AMENDMENT #1 TO THE *'TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT'* WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO REIMBURSE THE CITY OF PALATKA FOR A PORTION OF THE COST TO MAINTAIN AND OPERATE TRAFFIC SIGNALS AND HIGHWAY LIGHTING ON THE STATE HIGHWAY SYSTEM

WHEREAS, the City of Palatka and the Florida Department of Transportation have entered into an agreement through the execution of Contract #AM781 for FIN#41353318801, executed on September 30th, 2002for the sharing of costs incident to maintenance and operation of the traffic signals and highway lighting on the state highway system that are located within the corporate limits of the City of Palatka; and

WHEREAS, the Florida Department of Transportation has proposed an amendment to the Traffic Signal Maintenance and Compensation Agreement to be executed by the Florida Department of Transportation and City of Palatka which includes amendments to Section 1, Section 6 and Section 14, and a schedule of traffic signals to be maintained and operated by the City of Palatka for FY 2010/11 under Exhibit A; and

WHEREAS, the total cost of maintenance for F/Y 2010/2011 is $28,187.00; and

WHEREAS, the Florida Department of Transportation will reimburse the City of Palatka 50% of $28,187.00, or $ 14,093.50; and

WHEREAS, it is in the best interest of the City of Palatka to execute the Traffic Signal Maintenance and Compensation Agreement.

NOW THEREFORE, be it resolved that the Mayor, Karl N. Flagg, and City Clerk, Betsy J. Driggers, are hereby authorized to execute and attest Amendment #1 to the FDOT Traffic Signal Maintenance and Compensation Agreement #AM781, FIN#41353318801, on behalf of the City of Palatka.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this **14th day of January, 2010.**

CITY OF PALATKA

BY: Karl N. Flagg
Its Mayor

ATTEST:

Betsy J Driggers
City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT
Amendment #1

CONTRACT NO. AM781
FINANCIAL PROJECT NO. 41353318801
F.E.I.D. NO. F596000401002

Purpose:
Amend the original TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT previously entered into by both parties. Amendment #1 adds payment for maintenance and operation of intersection control beacons, beginning with the Department's fiscal year 2010-2011. Currently, traffic signals are compensated for and intersection control beacons are not. This Amendment provides that intersection control beacons will be paid for by the Department to the Maintaining Agency at the rate of 25% of that for full traffic signals. A modified Exhibit A and B is part of this Amendment and provides the Unit Rates for traffic signals (unchanged) and for intersection control beacons (new). All other provisions of the original Agreement remain unchanged.

Section 1 shall be removed and replaced in its entirety by the Section 1 provided below:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal systems (central computer, cameras, message signs, modems, and communications interconnect), flashing school zone traffic control devices, intersection control beacons, warning beacons, illuminated street name signs, and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of full traffic signal locations and intersection control beacons as identified in Exhibit A. Warning beacons, emergency signals, and flashing school zone signals are not included. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement; the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

Section 6 shall be removed and replaced in its entirety by the Section 6 provided below:

6. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all existing traffic signals and intersection control beacons on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New signals and intersection control beacons added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department signals and intersection control beacons added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's signals and intersection control beacons in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the

information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

a) Payment shall be made only after receipt and approval of service.
b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

Section 14 shall be removed and replaced in its entirety by the Section 14 provided below:

14. The Maintaining Agency may be subject to inspections of traffic signals and traffic signal systems by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient traffic signal(s) or intersection control beacon(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

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

CITY OF PALATKA, Florida
(Maintaining Agency)

By: Karl N. Flagg
(Authorized Signature)

Print/Type Name: Karl N. Flagg

Title: Mayor

Attest: Betsy J. Driggers
City Clerk
(Seal if Applicable)

Reviewed:
Attorney

4/27/2010
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:
(Authorized Signature)

Print/Type Name: JERRY AUSNER

Title: DISTRICT TRAFFIC OPERATIONS ENGINEER

Attest:

Legal Review:
By: Bonnie S. Green
Office of the General Counsel
Florida Dept. of Transportation

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY 10/11
Effective Date: 07/01/2010 To: 06/30/2011

Maintaining Agency: CITY OF PALATKA

Intersection Locations	Compensation (Yes or No)	Traffic Signal (TS) or Intersection Control Beacon (ICB)	FDOT FY Unit Rate (refer to Exhibit B)	Percent of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate X Percent)
SR15/20/100, (US17) REID ST. at 2ND ST.	Yes	TS	$2,622.00	50.00%	$1,311.00
SR15/20/100, (US17) REID ST. at 3RD ST.	Yes	TS	$2,622.00	50.00%	$1,311.00
SR15/20/100, (US17) REID ST. at 4TH ST.	Yes	TS	$2,622.00	50.00%	$1,311.00
SR15/20/100, (US17) REID ST. at 7TH ST.	Yes	TS	$2,622.00	50.00%	$1,311.00
SR15/20/100, (US17) REID ST. at SR20, 9TH ST.	Yes	TS	$2,622.00	75.00%	$1,966.50
SR15/20/100, (US17) REID ST. at 11TH ST.	Yes	TS	$2,622.00	50.00%	$1,311.00
SR15/20/100, (US17) REID ST. at MOSELEY AVE./20TH	Yes	TS	$2,622.00	50.00%	$1,311.00
SR20, (CRILL AVE.) at CR311 (HUSSON AVE.)	Yes	TS	$2,622.00	50.00%	$1,311.00
SR20, (CRILL AVE.) at 20TH ST. (MOSELEY AVE.)	Yes	TS	$2,622.00	50.00%	$1,311.00
SR20, CRILL AVE. at W. H. BEASLEY MIDDLE SCHOO	No		School Signal		$0.00
SR20, CRILL AVE. at S. 13TH ST.	Yes	ICB	$656.00	50.00%	$328.00
SR20, (CRILL AVE.) at LEMON ST.	Yes	TS	$2,622.00	50.00%	$1,311.00
				Total Lump Sum	$14,093.50

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For satisfactory completion of all services detailed in this agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of $14,093.50.

Kathy Flagg 4/27/10

Maintaining Agency Date

District Traffic Operations Engineer 6/1/10

Date

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be: $2,622 x (2/4) = $1,311

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be $675 x (2/3) = $450

Unit Rates per 100% State Intersections

	Traffic Signals:	Intersection Control Beacons:
FY 07-08	$2,400	$0
08-09	$2,472	$0
09-10	$2,546	$0
10-11	$2,622	0.25 x $2,622 = $656
11-12	$2,701	0.25 x $2,701 = $675
12-13	$2,782	0.25 x $2,782 = $696

Beginning with FY 07-08, the Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.

Agenda Item

3f

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 10:00 a.m. 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: April 14, 2011

X Request for Commission Action or ___ Presentation Only; no action required Subject

Matter you wish to address:

Decision on bid proposals for Palatka Police Department Wrecker Service 2011

Refer to attached documentation

Commission Action Requested, if any: Decision on bid proposal – Approve contracting with St. Johns Auto Body (low bid)

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: 03-22-11
To: Betsy Driggers, City Clerk
From: Chief Gary Getchell
Subject: Decision on bid for wrecker service

On February 11, 2011, the Palatka Police Department issued Request for Bid Proposals for contracted wrecker service for the Palatka Police Department (towing and storage of police department vehicles, evidence vehicles and vehicles subject to forfeiture) to the eleven (11) wrecker services operating in the City of Palatka.

We received one (1) bid in response by the deadline for submission, March 14, 2011at 9 AM, St. Johns Auto Body. St. Johns Auto Body submitted the lowest price bid meeting the requirements. Our recommendation is St. Johns Auto Body be contracted with for service. A copy of the proposal is attached.

We request that the City Commission make the final determination on which proposal to accept. It

Bids:

St. Johns Auto Body

Tow	**$35.00**
Storage (indoor and outdoor)	**no charge**

Chief Gary Getchell

Sign below for approval

City Manager

Date

Commission Representative

Date

Palatka Police Department
Gary S. Getchell
Chief of Police

"Together we can make a difference"

February 11, 2011

Palatka Auto Body
3517 Reid Street
Palatka, FL 32177

RE: REQUEST FOR BID

The Palatka Police Department is currently requesting bids for towing service and storage fees. This service will include the towing of confiscated vehicles (held temporarily for evidence), seized vehicles (subject of forfeiture), and disabled police vehicles and the storage of same as necessary.

Requirements:

- 24 hour on-call status
- Must be able to provide secure indoor storage for vehicles held as evidence.

Proposal contents requested.

1. Towing Fee
2. Indoor Storage Fee (indicate whether it is a flat rate or per day/weekly rate)
3. Outdoor Storage Fee (indicate whether it is a flat rate or per day/weekly rate)

The selected towing and storage company will enter into an agreement with the city of Palatka Police Department that will be effective for one year. Either party with a thirty (30) day notice may cancel the agreement.

If you are interested in providing this service, please submit your sealed bid no later than 9:00 AM, March 14, 2011. Bids should be addressed as follows:

James A. Griffith, Assistant Chief of Police
Palatka Police Department
110 North 11th Street
Palatka, Florida 32177

ATTN: SEALED BID

Bids must be sealed and must be received by stated time and date to qualify. If you have any questions concerning the matter, please contact Assistant Chief Griffith at 329-0115, ext. 219.

Sincerely

Gary S. Getchell
Chief of Police

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

ST. JOHNS AUTO BODY, INC.

24 HR TOWING AND RECOVERY
1609 ST. JOHNS AVE., PALATKA, FL 32177
SHOP(386)-328-4688 FAX(386)328-4408

PALATKA PD BID REQUEST 2/15/2011

TOWING & STORAGE ($35.00) TOTAL. THIS ALSO INCLUDES ALL PATROL CARS FOR LOCK OUTS, FUEL, JUMP, TIRE CHANGES, AND TOWS. THANK YOU AND IF YOU HAVE ANY QUESTIONS CONTACT ME AT THE ABOVE NUMBERS OR BY MY CELL (386) 937-2500

SINCERELY,

Jason M Brown
2-15-2011

JASON BROWN
SJAB, INC.

Agenda Item

3g

201 N. 2nd Street
Palatka, FL 32177
Tel. (386) 329-0100
Fax (386) 329-0199

City of Palatka

Office of the City Manager

To: **Mayor Myers, Commissioners**

From: Woody Boynton, City Manager

Date: April 7, 2011

RE: Amendment #1 for Grant Agreement ARS027

Attached is Amendment #1 for Grant Agreement ARS027 – City of Palatka Energy Grant. This amendment makes minor changes in the administration of the grant including but not limited to changing the grant number, indicating the Grantee is sub-grantee of federal financial assistance from USDOE, encouraging the grantee to publish all results of work, acknowledgement of Federal support and providing additional audit requirements.

The terms of the Agreement are more administrative in nature and because of the time sensitive nature of the response I have asked Mayor Myers to sign the Amendment so that it could be returned with the deadline set by the program administrator. Should you have concerns with any terms of the Amendment, please see me so that they can be discussed in greater detail.

RICK SCOTT
GOVERNOR

STATE OF FLORIDA
Office of the Governor
THE CAPITOL
TALLAHASSEE, FLORIDA 32399-0001
www.flgov.com
850-488-7146
850-487-0801 fax

March 24, 2011

Mr. Elwin C. Boynton
City of Palatka
201 North Second Street
Palatka, FL 32177-3735

Dear Mr. Boynton:

Enclosed with this letter is Amendment #1 for Grant Agreement ARS027 between the City of Palatka and the Florida Energy & Climate Commission. Please obtain the appropriate signatures on each (2) copy, and return them within seven days to the Florida Energy and Climate Commission.

When the amendment has been fully executed by both parties, a copy of the final document will be mailed to you for your files. If you have any questions about the agreement, or will require additional time to obtain signatures, please call Mr. John Leeds at (850) 922-4188.

Sincerely,

Alexander Mack
for Sean T. Miles, Executive Director
Florida Energy & Climate Commission

ENCLOSURES

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS027
AMENDMENT NO. 1

THE AGREEMENT as entered into on the 22nd day of December, 2010, between the STATE OF FLORIDA, EXECUTIVE OFFICE OF THE GOVERNOR, FLORIDA ENERGY AND CLIMATE COMMISSION whose address is 600 South Calhoun Street, Suite 251, Tallahassee, Florida 32399-001 (hereinafter referred to as the "Commission") and the City of Palatka whose address is 201 North Second Street, Palatka, Florida 32177, hereinafter referred to as "Grantee" or "Recipient") is hereby amended.

The parties hereto agree as follows:

1. The Grant Agreement number is changed from ARS027 to ARE049 including all relative attachments.

2. Paragraph 1 is hereby deleted in its entirety and replaced with the following:

   The United States Department of Energy (USDOE) awarded funding to the Commission pursuant to USDOE through American Recovery and Reinvestment Act (ARRA) Grant Agreement No. DE-EE0000800. The Grantee shall be a sub-grantee of federal financial assistance from USDOE. The Grantee is responsible for complying with the appropriate state and federal guidelines in the performance of its activities pursuant to this Agreement.

3. Paragraph 33 is hereby deleted in its entirety and replaced with the following:

   The Grantee is encouraged to publish or otherwise make publicly available the results of the work conducted under this Agreement. USDOE requires an acknowledgement of Federal support. A disclaimer must appear in the publication of any material, copyrighted or not, which was based on or developed under this Agreement, as follows:

   > Acknowledgement: "This material is based upon work supported by the U.S. Department of Energy and the Florida Energy and Climate Commission under Award Number DE-EE0000800."
   >
   > Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, nor any of their contractors, subcontractors or their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or any third party's use or the results of such use of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof or its contractors or subcontractors. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

4. Attachment D, Special Audit Requirements, is hereby deleted and replaced with Attachment D-1, First Revised Special Audit Requirements.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed the day and year last written below.

City of Palatka

By: Vernon Myers
~~Karl Flagg~~ Vernon J Myers
Mayor

Date:

STATE OF FLORIDA, EXECUTIVE OFFICE OF THE GOVERNOR, Florida Energy and Climate Commission

By:
Sean T. Miles
Executive Director

Date:

ATTACHMENT D-1
FIRST REVISED SPECIAL AUDIT REQUIREMENTS
FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARE049

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

The administration of resources awarded by the Florida Energy and Climate Commission (hereinafter referred to as the "Commission") to the recipient (hereinafter referred to as the "grantee" or "recipient"), may be subject to audits and/or monitoring by the Commission, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

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

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

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at http://12.46.245.173/cfda/cfda.html.

ATTACHMENT D-1
FIRST REVISED SPECIAL AUDIT REQUIREMENTS

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

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

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

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. The recipient must include the record keeping requirements found herein in subcontractor agreements entered into for work required under terms of this Agreement. In the executed subcontract, the recipient shall provide each subcontractor of state financial assistance the information needed by the subcontractor to comply with the requirements of Section 215.97, Florida Statutes. Pursuant to Section 215.97, Florida Statutes, the recipient shall review and monitor subcontractor audit reports and perform other procedures as specified in the agreement with the subcontractor, which may include onsite visits. The recipient shall require subcontractors, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the Commission, the Chief Financial Officer, the Chief Inspector General and the Auditor General access to the subcontractor's records and independent auditor's working papers as necessary to comply with the requirements of Section 215.97, Florida Statutes.

5. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: The Florid Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, the State of Florida's website at http://www.myflorida.com/, the Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: REPORT SUBMISSION

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

   A. The Florida Energy and Climate Commission at the following address:

      Audit Director or Grant Manager
      Florida Energy and Climate Commission
      Executive Office of the Governor
      600 South Calhoun Street, Suite 251
      Tallahassee, FL 32399-0001

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

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

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

Audit Director or Grant Manager
Florida Energy and Climate Commission
Executive Office of the Governor
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001

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

A. The Florida Energy and Climate Commission at the following address:

Audit Director or Grant Manager
Florida Energy and Climate Commission
Executive Office of the Governor
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001

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

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow access to such records upon request by the Commission or its designee, Chief Financial Officer or Auditor General. The recipient shall ensure that audit working papers are made available to the Commission or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Commission.

ATTACHMENT D-1
FIRST REVISED SPECIAL AUDIT REQUIREMENTS

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
DE-EE0000800	U.S. Department of Energy	81.128	Energy Efficiency Conservation Block Grant (EECBG)	$3,723.00	142333-10
DE-EE0000800	U.S. Department of Energy	81.128	Energy Efficiency Conservation Block Grant (EECBG)	$1,236,277.00	142333-11

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,240,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/catalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

Agenda Item

3h

201 N. 2nd Street
Palatka, FL 32177
Tel. (386) 329-0100
Fax (386) 329-0199

City of Palatka

Office of the City Manager

To: **Mayor Myers, Commissioners**

From: Woody Boynton, City Manager

Date: April 7, 2011

RE: T-Mobile Water Tower Lease

As you may recall, in September 2009, T -Mobile hired a consulting firm, MD7, to reassess their cell-site portfolio. They submitted a proposal to the City to restructure the terms of the Agreement in such a manner that would allow them to continue their relationship with us.

The proposal they submitted had three (3) options:

Option #1: The City would receive a lump sum of $86,287.39 in exchange for a 15-year lease agreement. Rent would resume on 1/1/25 at a rate of $21,041.63 per year if the sight is still operational.

Option #2: The City would receive $12,000.00 per year, commencing on 11/10/09, with a 5% increase every five (5) years, commencing on 12/1/09. A rent holiday would commence on 12/01/29 running until 11/10/35 when rent would resume. Under this option, T- Mobile would modify its termination rights to ensure the City would receive the rental income for the next 120 months. This option would extend the length of the Agreement beyond its current endpoint.

Option #3: The City would receive $9,000.00 per year, commencing on 11/10/09, with a 5% increase every five (5) years, commencing on 12/1/09. Under this option, T- Mobile would modify its termination rights to ensure the City would receive the rental income for the next 120 months. This is a total of $92,250.00 over the next ten (10) years. These terms would be renewable in 5-year increments after the initial 10-years under the same terms.

After much discussion the City decided to accept T-Mobile's offer to restructure their lease agreement and chose Option # 1, the lump-sum option of $86,287.39 for a 15-year lease with rent resuming at a rate of $21,041.63 on 1/1/25.

In the absence of a response from the City, MD7 submitted a new proposal in October 2010 for the City's consideration. The terms of the new proposal were similar to the original but with some distinct differences. However in reviewing the actual terms of this lease agreement (three separate documents) with Don Holmes and Melvin Register, it was agreed by each of us that the new lease was cumbersome and that we should contact T-Mobile and see if a lease could be negotiated directly with them.

Melvin contacted the T-Mobile representative regarding the possibility of negotiating a lease directly with T-Mobile. T-Mobile agreed and forwarded the attached lease agreement to the City for review and signature. The attached lease appears to be more concise and straight-forward then the leases originally proposed by MD7.

After an initial review by Melvin and myself, we then forwarded the Agreement to Don Holmes for his review. His comments are attached with this memo. Melvin and I have reviewed Don's comments and do not take exception to the ability of T-Mobile to expand their operations at the tower site. In addition, we feel that the rent agreement of $13,701/yr to be a fair market price for rental space at the water tower. Therefore based on the review of the City Attorney it is the recommendation of Melvin Register, Water Plant Superintendent and Woody Boynton, City Manager to accept the terms of this Agreement and authorize the City to enter into said Agreement.

Should you have any questions, please do not hesitate to call.

March 29, 2011

Memo

To: Woody Boynton; Melvin Register

From: Don Holmes

Re: T-Mobile Water Tower Lease

I have reviewed the most recent proposed lease submitted by T-Mobile. The following are my comments:

1. T-Mobile is now the Lessee. You will recall that the earlier lease presented to us listed Md 7 Capital Three, LLC as Lessee. While "Md 7" apparently prepared the new documents as is indicated on the face of the "Site Lease", I am more comfortable with T-Mobile being the actual Lessee as compared to "Md 7".
2. T-Mobile submitted two separate documents. One is entitled "Site Lease" and the other "First Amendment...". The document entitled "First Amendment..." is actually the operative document. The "Site Lease" is a "short form" lease which is intended to be recorded and serve notice of T-Mobile's lease.
3. I remain concerned about provisions of the "new lease" which allow T-Mobile to expand their equipment and the space which they occupy . See "Schedule I" of the "First Amendment...". Paragraph 1 allows Lessee to "...expand...the equipment...; increase the number of antennas...; relocate the Communications Facility within the Premises at any time...". The Lessor (City) does not have the right to deny the expansion or relocation and in fact T-Mobile can terminate the lease if the City attempts to deny T-Mobile's right of expansion, etc.
4. Paragraph 2 of "Schedule II" grants T-Mobile the right , "on a space available basis" to enlarge the premises it occupies "as determined by Lessee at its sole discretion". If Lessee determines to enlarge the space which it occupies the rent for the additional space is established at the lesser of the "then current monthly square foot rent or one dollar and fifty cents per square foot". The only limit on Lessee's right to expand is that the additional area should not exceed an area equal to the current square footage of the Premises which Lessee rents.
5. While there is no specific legal description of the space which T-Mobile is leasing in either the addendum or the "First Amendment...", the First Addendum references the original 2001 lease. Within that document the leased premises is described as approximately 300 square feet of equipment room space and "tower space" between the 135 and 145 foot level.
6. The net effect of the provisions cited in paragraphs #3 and #4 above would essentially be to allow T-mobile to expand and occupy another 300 square feet of equipment room space (if it exists) and another ten vertical feet of tower space. It can do so with a guaranteed additional rent rate that is no greater than what it is currently paying. **IF THIS POSSIBILITY IS NOT TROUBLING TO THE CITY THEN THE CITED PROVISIONS ARE NOT OBJECTIONABLE. OTHERWISE...**

7. The rent provided under the "new documents" is actually a little bit less than what was provided in the documents proposed by Md 7, i.e. 2012 to 2016 rent is $13,701/yr. under the new docs and was $14,000 under those proposed by Md 7. The approximately 2% decrease is carried over in each of the renewal terms through 2031. I really don't understand the decreased rent to the city since, presumably, T-Mobile is already realizing some savings by dealing directly with the city instead of with Md 7. Again, this is a policy issue to be considered by those with a pay grade higher than mine. Just pointing out for your consideration.
8. The lease guarantees T-Mobile use of the premises at a prescribed rent through 2032. It will be T-Mobile's option to renew every five years after 2017 except that T-Mobile is "locked in" to pay the prescribed rent through 2022 unless the city does something to justify termination of the lease as is described at paragraph 4 of the "First Amendment..." , or, theoretically, unless the city refuses to permit the expansions mentioned at Schedule I.

The rest of the lease documents are straight-forward. The terms and provisions mentioned above are those I found most troubling.

Respectfully Submitted,

s/ Don Holmes

Site ID: 9JK0274A
Site Address: 600 Westover Drive, Palatka, FL 32177

FIRST AMENDMENT TO WATER TOWER LEASE (TERMS AND CONDITIONS)

THIS FIRST AMENDMENT TO WATER TOWER LEASE ("**First Amendment**") is entered into effective as of March 14, 2011 ("**Effective Date**"), by and between **City of Palatka, Florida**, a municipal corporation (together with its successors and assigns, "**Lessor**"), and **T-Mobile South LLC**, a Delaware limited liability company, as successor in interest to Powertel/Jacksonville, Inc., a Delaware corporation (together with its successors and assigns, "**Lessee**").

RECITALS

WHEREAS, Lessor and Lessee (or their predecessors in interest) entered into that certain Water Tower Lease dated October 1, 2001, as amended (the "**Lease**"), whereby Lessor leased to Lessee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the Lease (collectively, the "**Premises**") (hereinafter "Leased Premises," as defined in the Lease, will be referred to as the "**Premises**"), that are a portion of the property located at **600 Westover Drive, Palatka, FL 32177** (hereinafter "Land," as defined in the Lease, will be referred to as the "**Property**");

WHEREAS, Lessee desires a reduction in its rent obligations under the Lease and Lessor is willing to reduce Lessee's rent obligations under the Lease, provided Lessee commits to pay rent to Lessor for the Rent Lock-In Period (defined below);

WHEREAS, Lessor and Lessee desire to add additional renewal terms to the Lease; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Lease to accomplish the foregoing on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Term**. The current term (whether such term is the initial term, a renewal term, a modified term or other) is amended such that, commencing on February 1, 2012 (the "**Extension Date**"), such current term shall continue for five (5) years, expiring on January 31, 2017 (the"**Modified Term**"), and rent for any partial month or partial year of the current term prior to the Extension Date shall be prorated.

2. **Renewal Terms**. Upon the expiration of the Modified Term, and notwithstanding anything to the contrary in the Lease, Lessee shall have the right to renew the Lease for up to three (3) additional and successive five (5) year periods (each a "**Renewal Term**"). Each Renewal Term shall automatically commence, on the same terms and conditions of the Lease, without further action by Lessee, unless Lessee provides Lessor with written notice of its intention not to renew at least thirty (30) days prior to the expiration of the Modified Term or of any Renewal Term.

3. **Modification of Rent**. Commencing on the Extension Date, the rent payable under the Lease during the Modified Term and any and all Renewal Terms ("**Rent**") shall be made in the amounts and frequency as designated on **Schedule II** attached hereto and incorporated by reference herein ("**Rent Payment Schedule/Renewal Terms**").

4. **Rent Lock-In Period**. Lessee hereby agrees that Lessee will be obligated to pay the Rent due hereunder for the ten (10) year period immediately following the Extension Date (the "**Rent Lock-in Period**"), and such obligation will not be subject to offset or abatement by Lessee, or adversely impacted by termination of the Lease by Lessee except in the event of a termination by Lessee as permitted under this section. Notwithstanding the foregoing, or any term or condition to the contrary in this Lease, Lessee shall have the right during the Rent Lock-In Period to immediately terminate the Lease upon written notice, if Lessee's rights to occupy or use the Premises for Lessee's intended telecommunications purposes are impaired at any time due to: (a) any bankruptcy or insolvency proceeding involving Lessor or any affiliate of Lessor; (b) any uncured default, gross negligence or willful misconduct of Lessor; (c) any casualty damage; (d) any taking or condemnation under the power of eminent domain; (e) any tax sale, foreclosure or other proceeding; or (f) any material interference to Lessee's use of the Premises which remains unresolved after ten (10) days written notice from Lessee to Lessor. In the event of any such termination, except for obligations that survive termination under this Lease, Lessee shall have no further duty or obligation under this Lease, including, without limitation, any obligation to pay any Rent that would otherwise have been due for the remainder of the Rent Lock-In Period following the date of termination. Without limiting any other termination right of Lessee, at any time after the Rent Lock-in Period, Lessee may, at any time and for any reason, terminate this Lease upon thirty (30) days written notice to Lessor.

5. **Notices**. All notices, requests, demands and communications under the Lease, as amended hereby, will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

LESSOR:

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

LESSEE:

T-Mobile South LLC
7668 Warren Parkway
Frisco, TX 75034
Attn: Lease Administrator 9JK0274A

With a copy to:

Attn: Legal Department 9JK0274A

With a copy to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attn: PCS Lease Administrator 9JK0274A

And with a copy to:

Attn: Legal Department 9JK0274A

Either party hereto may change the place for the giving of notice to it by not less than thirty (30) days' prior written notice to the other as provided herein.

6. **Lessor Required Consents**. Lessor represents and warrants that Lessor has obtained all required consents in connection with entering into this First Amendment (including, without limitation, all master landlord, lender and secured party consents, if applicable).

7. **Recording of Documents**. Lessor approves the recording of the Short Form of Lease attached hereto as **Exhibit A** and incorporated herein in the recording jurisdiction where the Property is located.

8. **Other Terms and Conditions Remain**. The Lease is amended to incorporate all the provisions set forth on **Schedule I** attached hereto and hereby incorporated by reference herein, if applicable. In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall govern and control. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. This First Amendment may be executed in multiple counterparts.

9. **Miscellaneous**. Lessor acknowledges that: (a) Lessor has read and understands this First Amendment and the underlying Lease and was free to consult with counsel of its choosing regarding reviewing and Lessor's decision to enter into, this First Amendment; and (b) Lessor has been advised and is informed that should Lessor not enter into this First Amendment, the underlying Lease between Lessor and Lessee, including any termination or non-renewal provisions therein, will remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this First Amendment effective as of the date set forth above.

LESSOR:

City of Palatka, Florida, a municipal corporation

Signed, sealed and delivered in the presence of:

Sign _____

Print Name _____

Sign _____

Print Name _____

By: _____
Elwin C. "Woody" Boynton, Jr., City Manager

LESSEE:

T-Mobile South LLC,
a Delaware limited liability company

Signed, sealed and delivered in the presence of:

Sign _____

Print Name _____

Sign _____

Print Name _____

By: _____

Print Name: Jared Ledet

Title: Director-Regional Development South Region

SCHEDULE I

First Amendment to Water Tower Lease

The following provisions shall supplement and amend the Lease:

1. **Expansion of Permitted Use**. Lessor hereby agrees that Lessee shall have the right, without the requirement of obtaining Lessor's consent, to modify, supplement, replace, upgrade, expand or refurbish the equipment related to Lessee's communications facility ("**Communications Facility**"), increase the number of antennas thereon, modify its operating frequencies or relocate the Communications Facility within the Premises at any time during the term of this Lease or any Renewal Term, provided Lessee complies with all applicable laws. Lessor shall cooperate with Lessee in all respects in connection with the foregoing. If Lessor does not comply with the terms of this section, Lessee may exercise all of its rights and remedies under law or equity, including, without limitation, terminating this Lease and, upon such termination, shall have no further liability to Lessor. Notwithstanding the above, any such modifications, supplements, replacements, upgrades, expansions or refurbishments must comply with any and all existing non-interference and height restriction provisions set forth in this Lease.

2. **Expansion of Premises**. Lessor grants Lessee the right, on a space available basis, to enlarge the Premises (the "**Additional Premises**"), so that Lessee may implement any necessary modifications, supplements, replacements, refurbishments or expansions to the Communications Facility or to any equipment related thereto, as determined by Lessee in its sole discretion. In the event Lessee requires Additional Premises for such purposes, the monthly Rent payable for such Additional Premises shall be the lesser of the then current monthly per square foot rent or One Dollar and Fifty Cents ($1.50) per square foot (the "**Additional Premises Rent**"). The Additional Premises Rent shall be compensation for space utilized by the expansion of Lessee's room/cabinet/ground area and for expansion of the antenna area(s) beyond the Premises, but Lessee's addition of coaxial cables, raceways, conduits and other ancillary equipment and such related space usage, shall not require or result in Additional Premises Rent or any other compensation to Lessor. The Additional Premises Rent shall be payable to Lessor at the times and in the manner set forth in this Lease for payment of Rent and shall be subject to adjustment (if applicable) from time to time in the same manner and percentage set forth in this Lease for adjustments to Rent, if any. Lessor agrees to take such actions and enter into and deliver to Lessee such documents as Lessee reasonably requests in order to affect and memorialize the lease of the Additional Premises to Lessee. Lessor and Lessee agree that each and every reference in this Lease to the "Premises" shall also include the "Additional Premises" (if any). Unless Lessor otherwise agrees, the Additional Premises square footage will not exceed an area equal to the current square footage of the Premises, and the configuration of the Additional Premises shall be subject to Lessor's reasonable approval.

3. **Reasonableness**. If any consent, authorization or approval of either party is required or requested by the other party under or in connection with this Lease, such approval, consent or authorization shall not be unreasonably withheld, conditioned or delayed.

4. **Assignment**. Lessor shall have the right to assign or otherwise transfer the Lease and the easements granted therein upon written notice to Lessee, except for the following: any assignment or transfer of the Lease which is separate and distinct from a transfer of Lessor's entire right, title and interest in the Property shall require the prior written consent of Lessee which may be withheld in Lessee's sole discretion. Upon Lessee's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Lessee's consent, if required, Lessor shall be relieved of all liabilities and obligations under the Lease and Lessee shall look solely to the assignee for performance under the Lease and all obligations thereunder.

SCHEDULE II

Rent Payment Schedule/Renewal Terms

Renewal Terms

Term	Start Date	End Date
1	2/1/2017	1/31/2022
2	2/1/2022	1/31/2027
3	2/1/2027	1/31/2032

Rent Schedule (Payable by T-Mobile)

Period Begin	Period End	Payment Interval	# of Pmts	Pro Days	Pro Amount	Rent Payable
2/1/2012	1/31/2016	Annual	4			$13,701.00
2/1/2016	1/31/2021	Annual	5			$14,386.05
2/1/2021	1/31/2026	Annual	5			$15,105.35
2/1/2026	1/31/2027	Annual	1			$0.00
2/1/2027	1/31/2031	Annual	4			$15,860.62
2/1/2031	1/31/2032	Annual	1			$16,653.65

EXHIBIT A

Short Form of Lease

THIS DOCUMENT PREPARED BY,
and
WHEN RECORDED RETURN TO:

Michael Fraunces, President
(858) 799-7850
Md7, LLC
10590 West Ocean Air Drive
Suite 300
San Diego, CA 92130

Tax Parcel #: 12-10-26-0000-0480-0000

SPACE ABOVE FOR RECORDER'S USE

SITE LEASE

THIS SITE LEASE ("**Site Lease**") is entered into effective as of March 14, 2011, by and between **City of Palatka, Florida**, a municipal corporation ("**Lessor**"), whose mailing address for notices is 201 North 2nd Street, Palatka, FL 32177, and **T-Mobile South LLC,** a Delaware limited liability company, as successor in interest to Powertel/Jacksonville, Inc., a Delaware corporation ("**Lessee**"), whose mailing address for notices is Attn: Lease Administrator and Legal Department 9JK0274A, 7668 Warren Parkway, Frisco, TX 75034; with a copy to Attn: PCS Lease Administrator and Legal Department 9JK0274A, T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, Washington 98006.

1. Lessor, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept and performed by Lessee, has leased and rented, and by these presents hereby leases and rents unto Lessee, and Lessee hereby leases upon the terms and conditions herein contained, certain premises, together with all other space and access and utility easements utilized by Tenant pursuant to the terms of this Site Lease (collectively, the "**Premises**"), that are a portion of that certain real property located at **600 Westover Drive, Palatka, FL 32177** ("**Property**") described on **Exhibit A** attached hereto and incorporated herein; and

2. This Site Lease shall create the relationship of landlord and tenant between the parties hereto, the terms and conditions of which relationship are set forth in that certain Water Tower Lease between Lessor and Lessee dated October 1, 2001, as amended by that certain First Amendment to Water Tower Lease dated effective as of March 14, 2011 (collectively, the "**Lease**"), which document hereby is incorporated as if set forth herein in full.

3. This Site Lease commenced on January 2, 2003, and expires on January 31, 2017, subject to Lessee's renewal options under the Lease.

4. Lessee has three (3) consecutive options to extend or renew the term of this Site Lease, each for a period of five (5) years.

5. This Site Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Site Lease and the provisions of the Lease, the provisions of the Lease shall control. This Site Lease may be recorded in the relevant recording jurisdiction where the Property is located.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Site Lease under seal on the day and year first above written.

LESSOR:

City of Palatka, Florida, a municipal corporation

Signed, sealed and delivered in the presence of:

By: _____
Elwin C. "Woody" Boynton, Jr., City Manager

Sign _____

[redacted]rint Name_____

Sign _____

[redacted]rint Name_____

LESSEE:

T-Mobile South LLC,
a Delaware limited liability company

Signed, sealed and delivered in the presence of:

By: _____

Print Name: Jared Ledet

Title: Director-Regional Development South Region

Sign _____

Print Name_____

Sign _____

Print Name_____

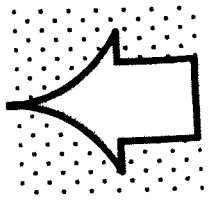
LESSOR ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

On _____, 20_____ before me, **[print name and title of notarial officer here:]** _____, personally appeared **Elwin C. "Woody" Boynton, Jr.** _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that __he__ executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature _____

My commission expires: (Seal)

LESSEE ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF COLLIN)

On _____, 20_____ before me,
Dana Hall, Notary Public personally appeared **Jared Ledet,** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

My commission expires: (Seal)

EXHIBIT A

LEGAL DESCRIPTION

Street Address: 600 Westover Drive, Palatka, FL 32177

Tax Parcel #: 12-10-26-0000-0480-0000

Legal Description:

That certain communications facility site (and access and utility easements) on a portion of the real property described as follows:

The South 150' of the West 150' of the East 150' of the North 570' of the Southwest ¼ of the Northwest ¼ of Section 12, Township 10, Range 26 East, Putnam County Florida, Deed Book 97, page 347.

Agenda Item

4

Agenda Item

5

Agenda Item

6

Betsy Driggers

From: Jessi Higginbotham [jesshigginbotham@aol.com]
Sent: Thursday, April 07, 2011 7:46 PM
To: Betsy Driggers
Subject: Re: AGENDA ADDITION FOR UPCOMING CITY COMM MTG

Hi again, Betsy!

Just spoke with Johnny and he's asked that May 27-29th be added to the agenda for the same noise variance. Also, we'd like know the date of the City Commission meeting. Thanks again for everything!

Jessi at Steamboats

----Original Message----
From: Betsy Driggers <bdriggers@palatka-fl.gov>
To: Jessi Higginbotham <jesshigginbotham@aol.com>
Sent: Thu, Apr 7, 2011 7:42 am
Subject: RE: AGENDA ADDITION FOR UPCOMING CITY COMM MTG

Would you like to go ahead and add Saturday May 28 to the schedule just to cover it?

You can just send me an e-mail adding that date to your request.

Call me at 546-2993 to discuss.

Betsy

From: Jessi Higginbotham [mailto:jesshigginbotham@aol.com]
Sent: Tuesday, April 05, 2011 4:53 PM
To: Betsy Driggers
Subject: AGENDA ADDITION FOR UPCOMING CITY COMM MTG

Hi Betsy!

Jessi from Steamboat Willies here -

Johnny Lyon asked me to email you and request that Steamboats is put on the agenda for the upcoming City Commission meeting. We're requesting a noise variance from 10 p.m. to 1 a.m. the following morning on three upcoming dates -

April 22nd
April 29th
May 13th

There may be a fourth date coinciding with Blue Crab that needs to be added, but I'm not entirely sure... In any case, thank you for getting us added to the agenda!

Thanks,

Jessi Higginbotham

Agenda Item

7

201 N. 2nd Street
Palatka, FL 32177
Tel. (386) 329-0100
Fax (386) 329-0199

City of Palatka

Office of the City Manager

To: **Mayor Myers, Commissioners**

From: Woody Boynton, City Manager

Date: April 7, 2011

RE: Supplemental Joint Participation Agreement – F.P. 42754919411

Attached is a Joint Participation Agreement (JPA) with the FDOT to reduce the FDOT, local and FAA funds from the Taxiway "B" Drainage Project.

What this Agreement essentially accomplishes is that all excess FDOT money remaining in the Taxiway "B" drainage project JPA is being reassigned to a new project titled design and construction of an equipment building. In the original JPA with the FDOT, the Taxiway "B" drainage project and equipment building were included as one project. When the FAA decided not to fund the equipment building, the equipment building portion of the project was removed. Once the Taxiway "B" drainage project was complete, approximately $19,227 remained on the FDOT JPA. This is the amount being reassigned to a new contract for the equipment building.

I recommend approval of this Agreement.

Should you have any questions, please call.

RESOLUTION NO. 8-91

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A *'SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT'* WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION REDUCING FDOT, LOCAL, FAA FUNDS AND REMOVING SCOPE OF WORK FOR DESIGN AND CONSTRUCTION OF EQUIPMENT BUILDING FROM THE TAXIWY B DRAINAGE, APRON REHAB AND RELATED CONSTRUCTION SERVICES CONTRACT AT THE PALATKA MUNICIPAL AIRPORT (KAY LARKIN FIELD)

WHEREAS, the City of Palatka and the Florida Department of Transportation had previously reached an agreement for and executed a JPA for F.P.#42754919411for the sharing of costs incident to the construction of Taxiway B drainage, apron rehab, design & construction of equipment building, construction phase services, construction management services, construction testing administration & project inspections at the Palatka Municipal Airport, and

WHEREAS, the Florida Department of Transportation has proposed a Supplemental Joint Participation Agreement with the City of Palatka reducing FDOT, Local, FAA funds and removing scope of work for design and construction of equipment building from the contract for the above project identified as F.P. Number 42754919411; and

WHEREAS, the total project cost for the above described project at Kay Larkin Municipal Airport is decreased by $46,990.00 with the FAA funding decreased by $15,444.00; with the Florida Department of Transportation funding decreased by $15,773.00, and the City of Palatka funding decreased by $15,773.00; and

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

NOW THEREFORE, be it resolved that the Mayor, Vernon Myers, and City Clerk, Betsy J. Driggers, are hereby authorized to execute and attest the Supplemental Joint Participation Agreement on behalf of the City of Palatka for reducing FDOT, Local, FAA funds and removing scope of work for design and construction of equipment building from the Taxiway B drainage, apron rehab and related construction services contract at the Palatka Municipal Airport, F.P. Number 42754919411.

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

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 14th day of April, 2011.

CITY OF PALATKA

BY:_____
Its Mayor

ATTEST:

_____
City Clerk

Florida Department of Transportation

RICK SCOTT
GOVERNOR

2198 Edison Avenue
Jacksonville, FL. 32204-2730

OFFICE OF THE
SECRETARY

March 22, 2011

Woody Boynton
201 N. 2nd Street
Palatka Fl. 32177

RE: 42754919411

Dear Mr. Boynton:

We are pleased to enclose an original Supplemental Joint Participation Agreement (SJPA) for the above referenced project for your review and signature.

Before returning the SJPA to my office please ensure that SJPA is signed and a resolution is enclosed.

If you have any questions concerning this project, please feel free to contact me.

Sincerely,

Gene Lampp
District Aviation Specialist
(904) 360-5667

PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number 1

Financial Project No.: 42754919411 (item-segment-phase-sequence)	Fund: DDR	FLAIR Category: 088719
	Function: 637	Object Code: 750004
	Federal No.:	Org. Code: 55022020228
Contract No.: AQ428	DUNS No.: 80-939-7102	Vendor No.: F 596 000 401 002
Catalog of Federal Domestic Assistance Number: N/A	Catalog of State Financial Assistance Number: 55004	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and THE CITY OF PALATKA 201 NORTH 2ND STREET, PALATKA, FLORIDA 32177 hereinafter referred to as Agency.

W I T N E S S E T H :

WHEREAS, the Department and the Agency heretofore on the 1st day of November ,2010, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of $19,227.00.

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description: The project description is amended

CONSTRUCTION OF TAXIWAY 'B" DRAINAGE, AROPN REHAB AND DESIGN AND CONSTRUCTION OF EQUIPMENT BUILDING, CONSTRUCTION PHASE SERVICES, CONSTRUCTION MANAGEMENT SERVICES, CONSTRUCTION TESTING, ADMINISTRATION, AND PROJECT INSPECTION AT THE PALATKA AIRPORT.

REDUCING FDOT, LOCAL, FAA FUNDS AND REMOVING SCOPE OF WORK FOR DESIGN AND CONSTRUCTION OF EQUIPMENT BUILDING FROM THE CONTRACT.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is decreased by $-46,990.00

bringing the revised total cost of the project to $ 769,080.00 .

Paragraph 4.00 of said Agreement is decreased by $-15,773.00

bringing the Department's revised total cost of the project to $ 19,227.00 .

3.00 Amended Exhibits:

Exhibit(s) _____ of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement May 1st ,2011 .

5.00 E-Verify:

The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Agency during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Agency to perform work pursuant to the contract with the Department.

Financial Project No. 42754919411

Contract No. AQ428

Agreement Date _____,

Except as hereby modified, amended or changed, all other terms of said Agreement dated November 1st 2010 and any subsequent supplements shall remain in full force and effect.

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

AGENCY

THE CITY OF PALATKA
AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

Robert L. Parks, P. E., Dir. of Planning & Prod.
TITLE

Financial Project No. 42754919411

Contract No. AQ428

Agreement Date _____ ,

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and THE CITY OF PALATKA 201 NORTH 2ND STREET, PALATKA, FLORIDA 32177 dated 11/1/2010 .

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Removing FDOT and Local funds from the project. Agency was unable to negotiate a purchase price for the land. REDUCING FDOT, LOCAL, FAA FUNDS AND REMOVING SCOPE OF WORK FOR DESIGN AND CONSTRUCTION OF EQUIPMENT BUILDING FROM THE CONTRACT.

I.	Project Cost:	As Approved	As Amended	Net
		$816,070.00	$769,080.00	$-46,990.00
	Total Project Cost	$816,070.00	$769,080.00	$-46,990.00

II.	Fund	As Approved	As Amended	Net
	Department:	$35,000.00	$19,227.00	$-15,773.00
	Agency:	$35,000.00	$19,227.00	$-15,773.00
	FAA	$746,070.00	$730,626.00	$-15,444.00
	Total Project Cost	$816,070.00	$769,080.00	$-46,990.00

Comments:

III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	$0.00	FY	$0.00
FY	$0.00	FY	$0.00
FY	$0.00	FY	$0.00
FY	$0.00	FY	$0.00
FY	$0.00	FY	$0.00
FY	$0.00	FY	$0.00
FY	$0.00	FY	$0.00
FY	$0.00	FY	$0.00
FY	$0.00	FY	$0.00
FY	$0.00	FY	$0.00

Project years may be advanced or deferred subject to Legislative appropriation or availabity of funds.

Agenda Item

8

201 N. 2nd Street
Palatka, FL 32177
Tel. (386) 329-0100
Fax (386) 329-0199

City of Palatka

Office of the City Manager

To: **Mayor Myers, Commissioners**

From: Woody Boynton, City Manager

Date: April 7, 2011

RE: Joint Participation Agreement – F.P. 43048419411

Attached is a Joint Participation Agreement (JPA) with the FDOT to design and construct an equipment building.

This JPA will provide $75,770 for the construction of an equipment storage building at the airport fuel storage facility. This JPA is being provided at 100% funding. The cost of the equipment building is not expected to exceed the grant funding amount.

I recommend approval of this Agreement.

Should you have any questions, please call.

RESOLUTION NO. 8-90

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A *'JOINT PARTICIPATION AGREEMENT'* WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN AND CONSTRUCTION OF EQUIPMENT BUILDING, PROJECT MANAGEMENT AND ADMINISTRATION AT PALATKA'S KAY LARKIN MUNICIPAL AIRPORT

WHEREAS, the City of Palatka and the Florida Department of Transportation have reached an agreement for the design and construction of equipment building, project management and administration at the Palatka Municipal Airport, and

WHEREAS, the Florida Department of Transportation has proposed a Joint Participation Agreement with the City of Palatka for the above project identified as F.P. Number 43048419411; and

WHEREAS, the total project cost for the above described project at Kay Larkin Municipal Airport is $75,770.00 with the Florida Department of Transportation funding 100% or $75,770.00; and

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

NOW THEREFORE, be it resolved that the Mayor, Vernon Myers, and City Clerk, Betsy J. Driggers, are hereby authorized to execute and attest the Joint Participation Agreement on behalf of the City of Palatka for the design and construction of equipment building, project management and administration at the Kay Larkin Municipal Airport, F.P. Number 43048419411.

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

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 14th day of April, 2011.

CITY OF PALATKA

BY:_____
Its Mayor

ATTEST:

_____
City Clerk

Florida Department of Transportation

RICK SCOTT
GOVERNOR

2198 Edison Avenue
Jacksonville, FL. 32204-2730

OFFICE OF THE
SECRETARY

March 24, 2011

Woody Boynton
201 N. 2nd Street
Palatka Fl. 32177

RE: F.P. 43048419411

Dear Mr. Boynton:

We are pleased to enclose an original Joint Participation Agreement (JPA) for the above referenced project. I will need the JPA and the project schedule signed and returned along with your resolution, so that the JPA can be executed.

"There has been new language added the JPA that the agency has to agree with. The language is in paragraph 25.00. It requires state agencies under the direction of the Governor to include in all state contracts a requirement that contractors utilize the E-Verify system to verify the employment eligibility. Also, the language on Attachment "A" has been updated per Section 215.971, Florida Statutes, to establish quantifiable, measurable, and verifiable units for invoicing."

Please be reminded that to remain eligible for State funding participation, it will be mandatory that compliance with the JPA requirements be completed and documented in our project files prior to project close-out.

If you have any questions concerning this project, please feel free to contact me.

Sincerely,

Gene Lampp
District Aviation Specialist
(904) 360-5667

PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

Financial Project No(s).: (item-segment-phase-sequence) 43048419411	Fund: DDR	FLAIR 088719
	Function: 637	Object Code: 750004
Contract No.:	Federal No.:	Org. Code: 55022020228
CFDA Number: N/A	DUNS No.: 80-939-7102	Vendor No.: F596 000 401 002
	CSFA Number: 55004	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and THE CITY OF PALATKA 201 NORTH 2ND STREET, PALATKA, FLORIDA 32177 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before APRIL 30, 2012 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

W I T N E S S E T H :

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

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

1.00 Purpose of Agreement: The purpose of this Agreement is Design and Construction of Equipment Building, Project Management, and Administration. This Project is being fund under the REDI Program.

and as further described in Exhibit(s) A - D1 attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

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

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

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

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is $ $75,770.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ $75,770.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

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

(a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 17.00 of this Agreement;

(c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

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

5.00 Retainage : Retainage ○ is ◉ is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

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

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

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

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

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

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

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

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

7.62 Audits:

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

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

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

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

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

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

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

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

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

Part III Other Audit Requirements

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

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

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

   Gene Lampp
   2198 Edison Ave. M/S 2813
   Jacksonville, FL 32204

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

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

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

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   Gene Lampp
   2198 Edison Ave. M/S 2813
   Jacksonville, FL 32204

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

   Gene Lampp
   2198 Edison Ave. M/S 2813
   Jacksonville, FL 32204

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

   A. The Department at each of the following addresses:

      Gene Lampp
      2198 Edison Ave. M/S 2813
      Jacksonville, FL 32204

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

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

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

      Gene Lampp
      2198 Edison Ave. M/S 2813
      Jacksonville, FL 32204

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

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

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

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District TWO Public Transportation Office JACKSONVILLE, FL, 32204-2619 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

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

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

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

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

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

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

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

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

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

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

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

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

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

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

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

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

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

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

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

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

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

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

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

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

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

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

14.00 Miscellaneous Provisions:

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

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

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

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

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

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

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

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

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

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

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

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

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

17.00 Appropriation of Funds:

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

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

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before APRIL 30, 2012. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Robert L. Parks P.E. Dir. of Planning & Production. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

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

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

21.00 Restrictions on Lobbying:

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

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

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

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

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

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

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

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

25.00 E-Verify: The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Agency during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Agency to perform work pursuant to the contract with the Department.

Financial Project No(s). 43048419411

Contract No. _____

Agreement Date _____

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

AGENCY

THE CITY OF PALATKA
AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

SIGN HERE

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

Robert L. Parks P.E. Dir. of Planning & Prod.
TITLE

FINANCIAL PROJECT NO. **43048419411**

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and **THE CITY OF PALATKA 201 NOTRH 2ND STREET, PALATKA, FLORIDA 32177** referenced by the above Financial Project Number.

PROJECT LOCATION:
PALATKA AIRPORT
PALATKA, FLORIDA
PUTNAM COUNTY

PROJECT DESCRIPTION:
Design and Construction of Equipment Building, Project Management, and Administration at the Palatka Airport.

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

> *"The Agency shall prepare audits and/ or attestations as required by the provisions of Section 216.349(2), Florida Statues. All audits required hereunder, shall be performed in accordance with Chapter 10.600, Rules of the Auditor General. All audits performed and attestations performed agreement shall be filed with the Department and with the State's Auditor General."*

SPECIAL CONSIDERATIONS BY DEPARTMENT: The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to

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

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

5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.
6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

- No invoice activity for 6 month or
- No contract activity for 18 months
- Any request for a time extension(s) must be submitted in writing to the Department by the Agency a minimum of 15 calendar days prior to the ending date of the contract.

payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:

Scope of Services

Design Phase

1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the third-party consultant. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
   a. Percentage Completed. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
   b. Completed Tasks. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

Construction Phase

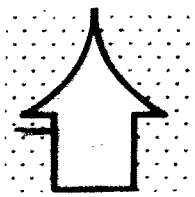
4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction

FIN # 43048419411
Contract No. _____

EXHIBIT "A.1"
PROJECT SCHEDULE

ITEM	ESTIMATED DATE
Consultant Selection	Done
90% Design	Jun. 2011
100% Design	Aug. 2011
Bid Project	Sept. 2011
Award Project	Oct. 2011
Start Project Construction	Nov. 2011
Construction 50% Complete	Jan. 2012
Construction 75% Complete	Mar. 2012
Complete Project Construction	Apr. 2012
Close Project Out (120 days following project completion date)	Jun. 2012

This schedule represents out best faith estimate for completion of this project. The agency/applicant agree to apply its best efforts to implement the project in a timely fashion and agree to notify the Department promptly of any delays that might impact the schedule noted above.



_____
Print Name

_____
Signature and Date
(In blue ink)
Individual Authorized by agency to manage contract activity.

FINANCIAL PROJECT NO.**43048419411**

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and **THE CITY OF PALATKA 201 NOTRH 2ND STREET, PALATKA, FLORIDA 32177.**

I.	PROJECT COST:		$ 75,770.00
	TOTAL PROJECT COST:		$ 75,770.00
II.	PARTICIPATION:		
	Maximum Federal Participation		
	FTA, FAA	(%) or	$ .00
	Agency Participation		
	In-Kind	(%)	$
	Cash	(%)	$ .00
	Other	(%)	$
	Maximum Department Participation,		
	Primary		
	(DS)(**DDR**)(DIM)(PORT)	(100%) or	$75,770.00
	Federal Reimbursable (DU)(FRA)(DFTA)	(%) or	$
	Local Reimbursable (DL)	(%) or	$
	TOTAL PROJECT COST		$75,770.00

NOTE: THE TOTAL DEAPARTMENT PARTICIPATION IN THIS PROJECT IS 100% OF THE PROJECT COST UP TO AN INCLUDING $75,770.00. THIS PROJECT IS BEING FUND UNDER THE REDI PROGRAM.

EXHIBIT "C"

AVIATION PROGRAM ASSURANCES

FINANCIAL PROJECT NO.: 43048419411

EFFECTIVE DATE: _____

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").

2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.

8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.

10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following:

a. **Florida Statutes (F.S.)**

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. **Florida Administrative Code (FAC)**

- Chapter 9J-5, FAC, Review of Comprehensive Plans and Determination of Compliance
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports

- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. **Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. **Department Requirements**

- Eight Steps to Building a New Airport
- Florida Airport Financial Resource Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Guidelines for Plan Development

2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. **Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design

b. **Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

c. **Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. **Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. **Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

c. **Agency Authority**

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System

a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. Good Title

a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers

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

b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation

a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government

adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. **Consistency with Local Government Plans**

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. **Consistency with Airport Master Plan and Airport Layout Plan**

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

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

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

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. **Airport Financial Plan**

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Joint Automated Capital Improvement Program (JACIP) online website.

9. **Airport Revenue**

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the

owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. **Fee and Rental Structure**

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the fair market value.

c. The Agency assures that property or facility leases for aeronautical purposes shall not exceed a period of 30 years.

11. **Public-Private Partnership for Aeronautical Uses**

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. Duration of the terms or conditions in Section D11a shall not exceed a period of 30 years.

12. **Economic Nondiscrimination**

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. **Air and Water Quality Standards**

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. **Operations and Maintenance**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. **Federal Funding Eligibility**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. **Project Implementation**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. **Exclusive Rights**

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. **Airfield Access**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. **Retention of Rights and Interests**

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. **Consultant, Contractor, Scope, and Costs**

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

21. **Planning Projects**

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

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such material available for public review, unless exempt from public disclosure.

(1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.

(2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

(1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

(2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.

(3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. **Land Acquisition Projects**

If this project involves the purchase of real property, the Agency assures that it will:

a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.

b. **Administration:** Maintain direct control of project administration, including:

(1) Maintain responsibility for all related contract letting and administrative procedures.

(2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.

(3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.

(4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.

(5) Establish a project account for the purchase of the land.

(6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

(1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

(2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.

(3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.

(4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

(1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

(2) Complete an Airport Master Plan within two years of land purchase.

(3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For disposal of real property purchased in accordance with the terms and assurances of this Agreement, the Agency assures that it will comply with the following:

(1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its fair market value.

(2) Land shall be considered to be needed for airport purposes under this assurance if:

(a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.

(b) Revenue from uses of such land contributes to airport financial self-sufficiency.

(3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

(4) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at fair market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects:** The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

(2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

EXHIBIT D

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

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

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

FEDERAL RESOURCES

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
N/A	N/A	$.00

Compliance Requirements

1.
2.
3.

STATE RESOURCES

State Agency	Catalog of State Financial Assistance (Number & Title)	Amount
FDOT	55.004	$75,770.00

Compliance Requirements

1.
2.
3.

Matching Resources for Federal Programs

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
N/A		

Compliance Requirements

1.
2.
3.

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

CSFA State Fiscal Year 2010-2011

CSFA Number:	55.004
State Project Title:	AVIATION DEVELOPMENT GRANTS
Agency:	Department of Transportation
Program:	55100000 - Transportation Systems Development
Budget Entity:	55100100 - Transportation Systems Development
Specific Appropriation:	GAA 2071 $216,016,689
Appropriation Category:	088719
Related CFDA Code:	
Authorization:	Sections 332.006 and 332.007, Florida Statutes.
Objectives:	To provide funding for airport planning, airport improvement, land acquisition, and airport economic development.
Types Of Assistance:	Direct Appropriations Grants Loans
Applicant Type:	Local Government
Restrictions:	For airport planning and improvement grants, the Department may provide up to 50 percent of the non-federal share of project funds for commercial service airports, and up to 80 percent for general aviation airports. The Department may provide up to 50 percent of airport development funds to build on-airport revenue-producing capital improvements at general aviation airports. The Department may also provide interest-free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports. These loans are to be repaid to the normal Florida airport improvement program funding ratio when federal funds become available or in 10 years, whichever comes first.
Procedures:	
Pre-Application Notice:	N/A
Application Procedures:	Prospective applicants may obtain detailed information from their Department of Transportation District Office or from the INFORMATION CONTACT listed below. Applicants are to submit project information and requests to their District in order for the Department to determine project eligibility and availability of funding.
Award Procedures:	Prior to the release of funds, a written grant agreement between the Department and the airport specifying the objectives and requirements of the project is executed.
Deadlines:	Prospective applicants should contact their Department of Transportation District Office or the INFORMATION CONTACT

	listed below for detailed information on application deadlines.
Other:	N/A
Information Contact:	Department of Transportation Aviation Office, 605 Suwannee Street Mail Station 46, Tallahassee, FL 32399-0450 Phone: (850) 414-4500 SUNCOM: 994-4500
Web Address:	http://www.dot.state.fl.us/Aviation/
Associated Subjects:	Aviation/Air Patrol

Agenda Item

9

201 N. 2nd Street
Palatka, FL 32177
Tel. (386) 329-0100
Fax (386) 329-0199

City of Palatka

Office of the City Manager

To: **Mayor Myers, Commissioners**

From: Woody Boynton, City Manager

Date: April 7, 2011

RE: Joint Participation Agreement – F.P. 43053119411

Attached is a Joint Participation Agreement (JPA) with the FDOT to design and construct security fence and access control.

This JPA will provide $120,000 to design and construct security fence and access control. This JPA is being provided at 100% funding. Although the formal scope of the work has not been defined, it is envisioned that areas of the airport that do not currently have security fencing will receiving fencing. We are also expecting to place additional security cameras around the property as well as upgrade the security access onto the airfield.

I recommend approval of this Agreement.

Should you have any questions, please call.

RESOLUTION NO. 8-92

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A *'JOINT PARTICIPATION AGREEMENT'* WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN AND CONSTRUCTION OF SECURITY FENCE AND ACCESS CONTROL, PROJECT MANAGEMENT AND ADMINISTRATION MANAGEMENT AND ADMINISTRATION AT PALATKA'S KAY LARKIN MUNICIPAL AIRPORT

WHEREAS, the City of Palatka and the Florida Department of Transportation have reached an agreement for the design and construction of security fence and access control, project management and administration at the Palatka Municipal Airport, and

WHEREAS, the Florida Department of Transportation has proposed a Joint Participation Agreement with the City of Palatka for the above project identified as F.P. Number 43053119411; and

WHEREAS, the total project cost for the above described project at Kay Larkin Municipal Airport is $120,000.00 with the Florida Department of Transportation funding 100% or $120,000.00; and

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

NOW THEREFORE, be it resolved that the Mayor, Vernon Myers, and City Clerk, Betsy J. Driggers, are hereby authorized to execute and attest the Joint Participation Agreement on behalf of the City of Palatka for the design and construction of security fence and access control, project management and administration at the Kay Larkin Municipal Airport, F.P. Number 43053119411.

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

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 14th day of April, 2011.

CITY OF PALATKA

BY:_____
Its Mayor

ATTEST:

_____
City Clerk

Florida Department of Transportation

RICK SCOTT
GOVERNOR

2198 Edison Avenue
Jacksonville, FL. 32204-2730

OFFICE OF THE
SECRETARY

April 5, 2011

Woody Boynton
201 N. 2nd Street
Palatka Fl. 32177

RE: F.P. 43053119411

Dear Mr. Boynton:

We are pleased to enclose an original Joint Participation Agreement (JPA) for the above referenced project. I will need the JPA and the project schedule signed and returned along with your resolution, so that the JPA can be executed.

"There has been new language added the JPA that the agency has to agree with. The language is in paragraph 25.00. It requires state agencies under the direction of the Governor to include in all state contracts a requirement that contractors utilize the E-Verify system to verify the employment eligibility. Also, the language on Attachment "A" has been updated per Section 215.971, Florida Statutes, to establish quantifiable, measurable, and verifiable units for invoicing."

Please be reminded that to remain eligible for State funding participation, it will be mandatory that compliance with the JPA requirements be completed and documented in our project files prior to project close-out.

If you have any questions concerning this project, please feel free to contact me.

Sincerely,

Gene Lampp
District Aviation Specialist
(904) 360-5667

PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

Financial Project No(s).: (item-segment-phase-sequence) 43053119411	Fund: DDR	FLAIR 088719
	Function: 637	Object Code: 750004
	Federal No.:	Org. Code: 55022020228
Contract No.:	DUNS No.: 80-939-7102	Vendor No.: F596 000 401 002
CFDA Number: N/A	CSFA Number: 55004	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and THE CITY OF PALATKA 201 NORTH 2ND STREET, PALATKA, FLORIDA 32177 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before May 31, 2012 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

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

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

1.00 Purpose of Agreement: The purpose of this Agreement is Design and Construction of Security Fence and Access Control, Project Management, and Administration. This Project is being fund under the REDI Program.

and as further described in Exhibit(s) A - D1 attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

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

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

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

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is $ $120,000.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ $120,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

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

(a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 17.00 of this Agreement;

(c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

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

5.00 Retainage : Retainage ○ is ◉ is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

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

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

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

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

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

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

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

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

7.62 Audits:

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

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

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

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

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

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

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

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

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

Part III Other Audit Requirements

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

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

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

   Gene Lampp
   2198 Edison Ave. M/S 2813
   Jacksonville, FL 32204

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

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

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

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   Gene Lampp
   2198 Edison Ave. M/S 2813
   Jacksonville, FL 32204

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

   Gene Lampp
   2198 Edison Ave. M/S 2813
   Jacksonville, FL 32204

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

   A. The Department at each of the following addresses:

      Gene Lampp
      2198 Edison Ave. M/S 2813
      Jacksonville, FL 32204

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

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

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

      Gene Lampp
      2198 Edison Ave. M/S 2813
      Jacksonville, FL 32204

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

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

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

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District TWO Public Transportation Office JACKSONVILLE , FL, 32204-2619 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

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

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

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

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

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

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

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

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

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

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

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

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

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

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

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

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

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

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

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

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

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

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

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

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

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

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

14.00 Miscellaneous Provisions:

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

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

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

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

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

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

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

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

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

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

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

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

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

17.00 Appropriation of Funds:

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

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

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before May 31, 2012. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Robert L. Parks P.E. Dir. of Planning & Production. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

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

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

21.00 Restrictions on Lobbying:

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

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

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

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

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

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

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

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

25.00 E-Verify: The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Agency during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Agency to perform work pursuant to the contract with the Department.

Financial Project No(s). _____

_____

Contract No. _____

Agreement Date _____

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

AGENCY

THE CITY OF PALATKA
AGENCY NAME

_____
SIGNATORY (PRINTED OR TYPED)

_____
SIGNATURE

SIGN HERE

_____
TITLE

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

_____
LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

_____
DEPARTMENT OF TRANSPORTATION

James G. Bennett, P.E., Urban Area Transportation
TITLE

FINANCIAL PROJECT NO. **43053119411**

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and **THE CITY OF PALATKA 201 NOTRH 2ND STREET, PALATKA, FLORIDA 32177** referenced by the above Financial Project Number.

PROJECT LOCATION:
PALATKA AIRPORT
PALATKA, FLORIDA
PUTNAM COUNTY

PROJECT DESCRIPTION:
Design and Construction of Security Fence and Access Control, Project Management, and Administration at the Palatka Airport.

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

> *"The Agency shall prepare audits and/ or attestations as required by the provisions of Section 216.349(2), Florida Statues. All audits required hereunder, shall be performed in accordance with Chapter 10.600, Rules of the Auditor General. All audits performed and attestations performed agreement shall be filed with the Department and with the State's Auditor General."*

SPECIAL CONSIDERATIONS BY DEPARTMENT: The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to

payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:

Scope of Services

Design Phase

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

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

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

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

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

Construction Phase

4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction

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

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

5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.
6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

- No invoice activity for 6 month or
- No contract activity for 18 months
- Any request for a time extension(s) must be submitted in writing to the Department by the Agency a minimum of 15 calendar days prior to the ending date of the contract.

FIN # 43053319411
Contract No. _____

EXHIBIT "A.1"
PROJECT SCHEDULE

ITEM	ESTIMATED DATE
Consultant Selection	Done
90% Design	Aug. 2011
100% Design	Sept. 2011
Bid Project	Oct. 2011
Award Project	Nov. 2011
Start Project Construction	Nov. 2011
Construction 50% Complete	Feb. 2012
Construction 75% Complete	Apr. 2012
Complete Project Construction	May 2012
Close Project Out (120 days following project completion date)	Jul. 2012

This schedule represents out best faith estimate for completion of this project. The agency/applicant agree to apply its best efforts to implement the project in a timely fashion and agree to notify the Department promptly of any delays that might impact the schedule noted above.

_____
Print Name

_____
Signature and Date
(In blue ink)
Individual Authorized by agency to manage contract activity.

SIGN HERE

FINANCIAL PROJECT NO.**43053119411**

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and **THE CITY OF PALATKA 201 NOTRH 2ND STREET, PALATKA, FLORIDA 32177.**

I.	PROJECT COST:			$ 120,000.00
	TOTAL PROJECT COST:			$ 120,000.00
II.	PARTICIPATION:			
	Maximum Federal Participation			
	FTA, FAA	(%)	or	$ .00
	Agency Participation			
	In-Kind	(%)		$
	Cash	(%)		$ .00
	Other	(%)		$
	Maximum Department Participation,			
	Primary			
	(DS)(**DDR**)(DIM)(PORT)	(100%)	or	$120,000.00
	Federal Reimbursable (DU)(FRA)(DFTA)	(%)	or	$
	Local Reimbursable (DL)	(%)	or	$
	TOTAL PROJECT COST			$120,000.00

NOTE: THE TOTAL DEAPARTMENT PARTICIPATION IN THIS PROJECT IS 100% OF THE PROJECT COST UP TO AN INCLUDING $120,000.00. THIS PROJECT IS BEING FUND UNDER THE REDI PROGRAM.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

FINANCIAL PROJECT NO.: 43053119411

EFFECTIVE DATE: _____

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").

2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.

8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.

10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following:

a. **Florida Statutes (F.S.)**

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. **Florida Administrative Code (FAC)**

- Chapter 9J-5, FAC, Review of Comprehensive Plans and Determination of Compliance
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports

- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. **Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. **Department Requirements**

- Eight Steps to Building a New Airport
- Florida Airport Financial Resource Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Guidelines for Plan Development

2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. **Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design

b. **Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

c. **Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. **Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. **Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System**

a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. **Good Title**

a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers**

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

b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation**

a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. **Airport Compatible Land Use**

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government

adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. **Consistency with Local Government Plans**

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. **Consistency with Airport Master Plan and Airport Layout Plan**

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

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

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

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. **Airport Financial Plan**

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Joint Automated Capital Improvement Program (JACIP) online website.

9. **Airport Revenue**

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the

owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. **Fee and Rental Structure**

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the fair market value.

c. The Agency assures that property or facility leases for aeronautical purposes shall not exceed a period of 30 years.

11. **Public-Private Partnership for Aeronautical Uses**

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. Duration of the terms or conditions in Section D11a shall not exceed a period of 30 years.

12. **Economic Nondiscrimination**

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. **Air and Water Quality Standards**

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. **Operations and Maintenance**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. **Federal Funding Eligibility**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. **Project Implementation**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. **Exclusive Rights**

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. **Airfield Access**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. **Retention of Rights and Interests**

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. **Consultant, Contractor, Scope, and Costs**

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

21. **Planning Projects**

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

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such material available for public review, unless exempt from public disclosure.

(1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.

(2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

(1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

(2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.

(3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. **Land Acquisition Projects**

If this project involves the purchase of real property, the Agency assures that it will:

a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.

b. **Administration:** Maintain direct control of project administration, including:

(1) Maintain responsibility for all related contract letting and administrative procedures.

(2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.

(3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.

(4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.

(5) Establish a project account for the purchase of the land.

(6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

(1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

(2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.

(3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.

(4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

(1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

(2) Complete an Airport Master Plan within two years of land purchase.

(3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For disposal of real property purchased in accordance with the terms and assurances of this Agreement, the Agency assures that it will comply with the following:

(1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its fair market value.

(2) Land shall be considered to be needed for airport purposes under this assurance if:

(a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.

(b) Revenue from uses of such land contributes to airport financial self-sufficiency.

(3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

(4) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at fair market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects:** The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

(2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

EXHIBIT D

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

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

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

FEDERAL RESOURCES

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
N/A	N/A	$.00

Compliance Requirements

1.
2.

STATE RESOURCES

State Agency	Catalog of State Financial Assistance (Number & Title)	Amount
FDOT	55.004	$120,000.00

Compliance Requirements

1.
2.
3.

Matching Resources for Federal Programs

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
N/A		

Compliance Requirements

1.
2.
3.

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

CSFA State Fiscal Year 2010-2011

CSFA Number:	55.004
State Project Title:	AVIATION DEVELOPMENT GRANTS
Agency:	Department of Transportation
Program:	55100000 - Transportation Systems Development
Budget Entity:	55100100 - Transportation Systems Development
Specific Appropriation:	GAA 2071 $216,016,689
Appropriation Category:	088719
Related CFDA Code:	
Authorization:	Sections 332.006 and 332.007, Florida Statutes.
Objectives:	To provide funding for airport planning, airport improvement, land acquisition, and airport economic development.
Types Of Assistance:	Direct Appropriations Grants Loans
Applicant Type:	Local Government
Restrictions:	For airport planning and improvement grants, the Department may provide up to 50 percent of the non-federal share of project funds for commercial service airports, and up to 80 percent for general aviation airports. The Department may provide up to 50 percent of airport development funds to build on-airport revenue-producing capital improvements at general aviation airports. The Department may also provide interest-free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports. These loans are to be repaid to the normal Florida airport improvement program funding ratio when federal funds become available or in 10 years, whichever comes first.
Procedures:	
Pre-Application Notice:	N/A
Application Procedures:	Prospective applicants may obtain detailed information from their Department of Transportation District Office or from the INFORMATION CONTACT listed below. Applicants are to submit project information and requests to their District in order for the Department to determine project eligibility and availability of funding.
Award Procedures:	Prior to the release of funds, a written grant agreement between the Department and the airport specifying the objectives and requirements of the project is executed.
Deadlines:	Prospective applicants should contact their Department of Transportation District Office or the INFORMATION CONTACT

	listed below for detailed information on application deadlines.
Other:	N/A
Information Contact:	Department of Transportation Aviation Office, 605 Suwannee Street Mail Station 46, Tallahassee, FL 32399-0450 Phone: (850) 414-4500 SUNCOM: 994-4500
Web Address:	http://www.dot.state.fl.us/Aviation/
Associated Subjects:	Aviation/Air Patrol

Agenda Item

10

201 N. 2nd Street
Palatka, FL 32177
Tel. (386) 329-0100
Fax (386) 329-0199

City of Palatka

Office of the City Manager

To: **Mayor Myers, Commissioners**

From: Woody Boynton, City Manager

Date: April 7, 2011

RE: Joint Participation Agreement – F.P. 43053019411

Attached is a Joint Participation Agreement (JPA) with the FDOT to design and upgrade Building B-2.

This JPA will provide $120,000 for the design and construction upgrade of Building B-2. Building B-2 is the old terminal building. This JPA is being provided at 100% funding. The upgrades of the building will include renovating the inside and outside to more match the new terminal building. We believe once these upgrades are made, the building will be more attractive for leasing.

I recommend approval of this Agreement.

Should you have any questions, please call.

RESOLUTION NO. 8-93

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A *'JOINT PARTICIPATION AGREEMENT'* WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN AND UPGRADE BUILDING "B-2", PROJECT MANAGEMENT AND ADMINISTRATION AT PALATKA'S KAY LARKIN MUNICIPAL AIRPORT

WHEREAS, the City of Palatka and the Florida Department of Transportation have reached an agreement for the design and upgrade building "B-2", project management and administration at the Palatka Municipal Airport, and

WHEREAS, the Florida Department of Transportation has proposed a Joint Participation Agreement with the City of Palatka for the above project identified as F.P. Number 43053019411; and

WHEREAS, the total project cost for the above described project at Kay Larkin Municipal Airport is $120,000.00 with the Florida Department of Transportation funding 100% or $120,000.00; and

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

NOW THEREFORE, be it resolved that the Mayor, Vernon Myers, and City Clerk, Betsy J. Driggers, are hereby authorized to execute and attest the Joint Participation Agreement on behalf of the City of Palatka for the design and upgrade building "B-2", project management and administration at the Kay Larkin Municipal Airport, F.P. Number 43053019411.

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

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 14th day of April, 2011.

CITY OF PALATKA

BY:_____
Its Mayor

ATTEST:

_____
City Clerk

Florida Department of Transportation

RICK SCOTT
GOVERNOR

2198 Edison Avenue
Jacksonville, FL. 32204-2730

OFFICE OF THE
SECRETARY

April 5, 2011

Woody Boynton
201 N. 2nd Street
Palatka Fl. 32177

RE: F.P. 43053019411

Dear Mr. Boynton:

We are pleased to enclose an original Joint Participation Agreement (JPA) for the above referenced project. I will need the JPA and the project schedule signed and returned along with your resolution, so that the JPA can be executed.

"There has been new language added the JPA that the agency has to agree with. The language is in paragraph 25.00. It requires state agencies under the direction of the Governor to include in all state contracts a requirement that contractors utilize the E-Verify system to verify the employment eligibility. Also, the language in Attachment "A" has been updated per Section 215.971, Florida Statutes, to establish quantifiable, measurable, and verifiable units for invoicing."

Please be reminded that to remain eligible for State funding participation, it will be mandatory that compliance with the JPA requirements be completed and documented in our project files prior to project close-out.

If you have any questions concerning this project, please feel free to contact me.

Sincerely,

Gene Lampp
District Aviation Specialist
(904) 360-5667

PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Financial Project No(s).: (item-segment-phase-sequence) 43053019411	Fund: DDR	FLAIR 088719
	Function: 637	Object Code: 750004
	Federal No.:	Org. Code: 55022020228
Contract No.:	DUNS No.: 80-939-7102	Vendor No.: F596 000 401 002
CFDA Number: N/A	CSFA Number: 55004	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and THE CITY OF PALATKA 201 NORTH 2ND STREET, PALATKA, FLORIDA 32177 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before May 31, 2012 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

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

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

1.00 Purpose of Agreement: The purpose of this Agreement is Design and Upgrade Building "B-2", Project Management, and Administration. This Project is being fund under the REDI Program.

and as further described in Exhibit(s) A - D1 attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

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

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

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

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is $ $120,000.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ $120,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

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

(a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 17.00 of this Agreement;

(c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

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

5.00 Retainage : Retainage ○ is ◉ is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

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

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

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

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

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

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

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

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

7.62 Audits:

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

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

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

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

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

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

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

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

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

Part III Other Audit Requirements

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

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

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

   Gene Lampp
   2198 Edison Ave. M/S 2813
   Jacksonville, FL 32204

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

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

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

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   Gene Lampp
   2198 Edison Ave. M/S 2813
   Jacksonville, FL 32204

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

   Gene Lampp
   2198 Edison Ave. M/S 2813
   Jacksonville, FL 32204

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

   A. The Department at each of the following addresses:

      Gene Lampp
      2198 Edison Ave. M/S 2813
      Jacksonville, FL 32204

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

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

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

      Gene Lampp
      2198 Edison Ave. M/S 2813
      Jacksonville, FL 32204

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

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

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

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District TWO Public Transportation Office JACKSONVILLE, FL, 32204-2619 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

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

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

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

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

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

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

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

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

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

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

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

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

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

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

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

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

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

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

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

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

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

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

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

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

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

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

14.00 Miscellaneous Provisions:

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

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

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

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

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

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

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

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

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

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

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

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

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

17.00 Appropriation of Funds:

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

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

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before May 31, 2012. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Robert L. Parks P.E. Dir. of Planning & Production. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

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

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

21.00 Restrictions on Lobbying:

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

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

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

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

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

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

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

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

25.00 E-Verify: The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Agency during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Agency to perform work pursuant to the contract with the Department.

Financial Project No(s). _____

_____

Contract No. _____

Agreement Date _____

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

AGENCY

THE CITY OF PALATKA
AGENCY NAME

_____
SIGNATORY (PRINTED OR TYPED)

_____
SIGNATURE

_____
TITLE

SIGN HERE

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

_____
LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

_____
DEPARTMENT OF TRANSPORTATION

James G. Bennett, P.E., Urban Area Transportation
TITLE

FINANCIAL PROJECT NO. **43053019411**

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and **THE CITY OF PALATKA 201 NOTRH 2ND STREET, PALATKA, FLORIDA 32177** referenced by the above Financial Project Number.

PROJECT LOCATION:
PALATKA AIRPORT
PALATKA, FLORIDA
PUTNAM COUNTY

PROJECT DESCRIPTION:
Design and Upgrade Building "B-2", Project Management, and Administration at the Palatka Airport.

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

> *"The Agency shall prepare audits and/ or attestations as required by the provisions of Section 216.349(2), Florida Statues. All audits required hereunder, shall be performed in accordance with Chapter 10.600, Rules of the Auditor General. All audits performed and attestations performed agreement shall be filed with the Department and with the State's Auditor General."*

SPECIAL CONSIDERATIONS BY DEPARTMENT: The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to

payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:

Scope of Services

Design Phase

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

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

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

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

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

Construction Phase

4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction

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

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

5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.
6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

- No invoice activity for 6 month or
- No contract activity for 18 months
- Any request for a time extension(s) must be submitted in writing to the Department by the Agency a minimum of 15 calendar days prior to the ending date of the contract.

FIN # 43053019411
Contract No. _____

EXHIBIT "A.1"
PROJECT SCHEDULE

ITEM	ESTIMATED DATE
Consultant Selection	Done
90% Design	Aug. 2011
100% Design	Sept. 2011
Bid Project	Oct. 2011
Award Project	Nov. 2011
Start Project Construction	Nov. 2011
Construction 50% Complete	Feb. 2012
Construction 75% Complete	Apr. 2012
Complete Project Construction	May 2012
Close Project Out (120 days following project completion date)	Jul. 2012

This schedule represents out best faith estimate for completion of this project. The agency/applicant agree to apply its best efforts to implement the project in a timely fashion and agree to notify the Department promptly of any delays that might impact the schedule noted above.

_____
Print Name

_____
Signature and Date
(In blue ink)
Individual Authorized by agency to manage contract activity.

SIGN HERE

FINANCIAL PROJECT NO.**43053019411**

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and **THE CITY OF PALATKA 201 NOTRH 2ND STREET, PALATKA, FLORIDA 32177.**

I.	PROJECT COST:			$ 120,000.00
	TOTAL PROJECT COST:			$ 120,000.00
II.	PARTICIPATION:			
	Maximum Federal Participation			
	FTA, FAA	(%)	or	$ .00
	Agency Participation			
	In-Kind	(%)		$
	Cash	(%)		$ .00
	Other	(%)		$
	Maximum Department Participation,			
	Primary			
	(DS)(**DDR**)(DIM)(PORT)	(100%)	or	$120,000.00
	Federal Reimbursable (DU)(FRA)(DFTA)	(%)	or	$
	Local Reimbursable (DL)	(%)	or	$
	TOTAL PROJECT COST			$120,000.00

NOTE: THE TOTAL DEAPARTMENT PARTICIPATION IN THIS PROJECT IS 100% OF THE PROJECT COST UP TO AN INCLUDING $120,000.00. THIS PROJECT IS BEING FUND UNDER THE REDI PROGRAM.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

FINANCIAL PROJECT NO.: 43053019411

EFFECTIVE DATE: _____

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").

2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.

8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.

10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following:

a. **Florida Statutes (F.S.)**

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. **Florida Administrative Code (FAC)**

- Chapter 9J-5, FAC, Review of Comprehensive Plans and Determination of Compliance
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports

- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. **Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. **Department Requirements**

- Eight Steps to Building a New Airport
- Florida Airport Financial Resource Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Guidelines for Plan Development

2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. **Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design

b. **Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

c. **Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. **Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. **Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. **Agency Authority**

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System

a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. Good Title

a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers

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

b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation

a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government

adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. **Consistency with Local Government Plans**

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. **Consistency with Airport Master Plan and Airport Layout Plan**

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

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

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

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. **Airport Financial Plan**

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Joint Automated Capital Improvement Program (JACIP) online website.

9. **Airport Revenue**

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the

owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. **Fee and Rental Structure**

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the fair market value.

c. The Agency assures that property or facility leases for aeronautical purposes shall not exceed a period of 30 years.

11. **Public-Private Partnership for Aeronautical Uses**

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. Duration of the terms or conditions in Section D11a shall not exceed a period of 30 years.

12. **Economic Nondiscrimination**

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. **Air and Water Quality Standards**

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. **Operations and Maintenance**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. **Federal Funding Eligibility**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. **Project Implementation**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. **Exclusive Rights**

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. **Airfield Access**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. **Retention of Rights and Interests**

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. **Consultant, Contractor, Scope, and Costs**

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

21. **Planning Projects**

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

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such material available for public review, unless exempt from public disclosure.

(1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.

(2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

(1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

(2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.

(3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. **Land Acquisition Projects**

If this project involves the purchase of real property, the Agency assures that it will:

a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.

b. **Administration:** Maintain direct control of project administration, including:

(1) Maintain responsibility for all related contract letting and administrative procedures.

(2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.

(3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.

(4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.

(5) Establish a project account for the purchase of the land.

(6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

(1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

(2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.

(3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.

(4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

(1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

(2) Complete an Airport Master Plan within two years of land purchase.

(3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For disposal of real property purchased in accordance with the terms and assurances of this Agreement, the Agency assures that it will comply with the following:

(1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its fair market value.

(2) Land shall be considered to be needed for airport purposes under this assurance if:

(a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.

(b) Revenue from uses of such land contributes to airport financial self-sufficiency.

(3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

(4) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at fair market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects:** The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

(2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

EXHIBIT D

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

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

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

FEDERAL RESOURCES

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
N/A	N/A	$.00

Compliance Requirements

1.
2.
3.

STATE RESOURCES

State Agency	Catalog of State Financial Assistance (Number & Title)	Amount
FDOT	55.004	$120,000.00

Compliance Requirements

1.
2.
3.

Matching Resources for Federal Programs

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
N/A		

Compliance Requirements

1.
2.
3.

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

CSFA State Fiscal Year 2010-2011

CSFA Number:	55.004
State Project Title:	AVIATION DEVELOPMENT GRANTS
Agency:	Department of Transportation
Program:	55100000 - Transportation Systems Development
Budget Entity:	55100100 - Transportation Systems Development
Specific Appropriation:	GAA 2071 $216,016,689
Appropriation Category:	088719
Related CFDA Code:	
Authorization:	Sections 332.006 and 332.007, Florida Statutes.
Objectives:	To provide funding for airport planning, airport improvement, land acquisition, and airport economic development.
Types Of Assistance:	Direct Appropriations Grants Loans
Applicant Type:	Local Government
Restrictions:	For airport planning and improvement grants, the Department may provide up to 50 percent of the non-federal share of project funds for commercial service airports, and up to 80 percent for general aviation airports. The Department may provide up to 50 percent of airport development funds to build on-airport revenue-producing capital improvements at general aviation airports. The Department may also provide interest-free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports. These loans are to be repaid to the normal Florida airport improvement program funding ratio when federal funds become available or in 10 years, whichever comes first.
Procedures:	
Pre-Application Notice:	N/A
Application Procedures:	Prospective applicants may obtain detailed information from their Department of Transportation District Office or from the INFORMATION CONTACT listed below. Applicants are to submit project information and requests to their District in order for the Department to determine project eligibility and availability of funding.
Award Procedures:	Prior to the release of funds, a written grant agreement between the Department and the airport specifying the objectives and requirements of the project is executed.
Deadlines:	Prospective applicants should contact their Department of Transportation District Office or the INFORMATION CONTACT

	listed below for detailed information on application deadlines.
Other:	N/A
Information Contact:	Department of Transportation Aviation Office, 605 Suwannee Street Mail Station 46, Tallahassee, FL 32399-0450 Phone: (850) 414-4500 SUNCOM: 994-4500
Web Address:	http://www.dot.state.fl.us/Aviation/
Associated Subjects:	Aviation/Air Patrol

Agenda Item

11

This instrument prepared by:
Betsy J. Driggers
201 North 2nd Street
Palatka, FL 32177

ORDINANCE NO. 11 - 05

Entitled

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, REVISING CHAPTER 50 OF THE MUNICIPAL CODE OF THE CITY OF PALATKA, ENTITLED SPECIAL EVENTS, BY AMENDING SECTION 50-201, APPLICATION FOR SPECIAL EVENTS, TO REVISE THE TIME FOR SUBMISSION; 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 City Commission has recognized the need to revise its Code of Ordinances to amend the deadlines for making application for a Special Events Permit to shorten the allowable time frame during which application can be made prior to a special event.

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

Section 1. That Chapter 50, Division II, Section 201(a) be amended to read as follows:

(a) Any person or entity desiring to hold a "special event" within the City, shall submit an application to the special events coordinator. No application will be considered for approval unless it is filed in a timely fashion. No application shall be considered to have been filed in a timely fashion unless the application is filed sufficiently in advance of the date of the proposed event so as to allow the City, and all of its affected departments, to become adequately informed about the impact of the proposed event and to plan for and allocate city resources in the manner most likely to address the impacts of the proposed event as described elsewhere in this Section 50.

Applications filed within the time frames described below shall be presumed to have been filed in a timely fashion:

1. "Class A" special events must be submitted at least 60 days but no more than 365 days prior to the event;
2. "Class B" special events must be submitted at least 30 days but no more than 365 days prior to the event;
3. "Class C" special events must be submitted at least 30 days but no more than 180 days prior to the event.

The special events coordinator may authorize any Class B or Class C permit, if submitted after the above deadlines. The application shall be upon a form approved by the city commission, and available at city hall. Written instructions shall be provided along with the application to any applicant upon request.

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

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

Section IV. That this ordinance shall take effect upon its passage as provided by law.

Section V. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 14th day of April, 2011.

CITY OF PALATKA

By: _____
Its MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

CITY OF PALATKA
Betsy Jordan Driggers
City Clerk
201 N. 2nd Street
Palatka FL 32177
Phone: 386-329-0100
Fax: 386-329-0106
e-mail: bdriggers@palatka-fl.gov

Memorandum

To: City Commission & Staff

From: Betsy Driggers, City Clerk

Date: 3/17/2011

Re: Special Events Ordinance Revision

This memorandum accompanies an ordinance amending Chapter 50 of the Code of Ordinances related to the deadline for making application for a special event. This provides that an application for a Class A special event will be considered "timely" if filed at least 60 days before the first day of the event, amended from 90 days before the first day of the event. This is being done in accordance with the Commission's discussion on 2/10/11 regarding issuance of the Azalea Festival Class A Special Events permit, which was not submitted in a timely fashion, according to the ordinance. I have included a copy of the minutes of that discussion.

The language was drawn up by the City Attorney. This section also includes the change made by the Commission in December, 2010, which gives the Special Events Coordinator the discretion to waive deadlines required for Class B and C events, which is the last paragraph of Section 50-201(a).

Excerpt from minutes of 2/10/11 City Commission meeting:

3. **CONSENT AGENDA:**
   a. **Issue Class A Special Event Permit for 2011 Florida Azalea Festival**
      1. **Class 'A' Permit for Riverfront/Festival Area** March 5 & 6, 2011; 8:00 am – 5:00 p.m.
      2. **Grant Noise Ordinance Exception during festival hrs** March 4, 2011; 6:00 pm – 8:00 pm
         (no boat races or amplified sound on Sunday, 3/6/11 prior to 12:30 p.m.) March 5, 2011; 9:00 a.m. – 5:00 p.m.
         March 6, 2011; 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. **Grant permission to close Main Street from 1st Street to 11th Street** on 3/5/11 from 10:00 a.m. – 11:30 a.m. for Azalea Festival Parade
      7. **Festival Permit fee** – per staff recommendation; Amount TBD for police security fees (@ $23.00/hr.); $300 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 pay City of Palatka for the actual FP&L charges for use of their electrical boxes. Total permit fee TBD

   STAFF RECOMMENDS APPROVAL of all request items.

   b. **Issue Permission** to exceed noise levels established by Chapter 30, Palatka Code of Ordinances to John Lyon, owner, Steamboat Willies, on February 25, 2011 from 10:00 p.m. until 1:00 a.m., for outback patio entertainment
   c. **Authorize execution of contract with Robert Taylor, AIA, in a lump-sum amount not to exceed $24,500.00** for professional services to retrofit six buildings in conjunction with the 2010 Energy Efficiency & Conservation Block Grant
   d. **Authorize execution of Articles of Dissolution to Florida Div. of Corporations dissolving the Palatka Community Development Corporation** (Corporation has been inactive since 6/28/02)
   e. **Accept Terrill Hill's verbal resignation from the Palatka Code Enforcement Board** effective December 1, 2010, with regrets
   f. **Appoint Leroy Miles III to the Palatka Code Enforcement Board** as Rep. with Legal Experience for the remainder of a three-year term to expire September 30, 2011 (sole applicant)
   g. **Appoint Gilbert Evans, Jr. to the Palatka Historic Preservation Board** for the remainder of a three-year term to expire June, 2011 and an additional three-year term to expire June, 2014 (sole applicant)
   h. **Recommend the appointment of Dr. Richard Perallon to the Putnam County BOCC Better Place Oversight Committee** for a three-year term to commence immediately, and to the City of Palatka Better Place Oversight Committee to serve at the pleasure of the commission (no set term).

Commissioner Kitchens asked to pull consent agenda Item a, and specifically sections 3(a) (2) and 3(a)(4) for a separate vote. Commissioner Norwood moved to pass Consent Agenda Items 3(b) through 3(h) as recommended. Commissioner Leary seconded the motion, which passed unopposed.

Item 3(a) - Azalea Festival Permit – Mr. Holmes said the issue Commissioner Kitchens has raised has to do with a concern she noted regarding the timing of the application for the special event. In reviewing the application, it appears the application was filed outside the window for filing of the application. The Code requires the filing of an application for a Class A event at least 90 days prior to the event. The Code states it won't be considered for approval unless it's filed within that parameter; this particular application was filed in less that the prescribed number of days, and is an untimely application. She has looked into the situation and believes there are some extenuating circumstances as to why the application was filed late, but the matter now becomes to decide what to do with the application. Technically, the ordinance says the Commission can't consider it. Practically speaking, the results would be quite a bit of hardship for the organizers and public in general. The Commission can't waive an ordinance or statute; they can't technically vote to violate their own ordinance. From a practical standpoint, the quandary is that the window was established for the benefit of the City so they don't get surprised with applications for Class A special events without time to properly vet the event. The city is disadvantaged if the window is not observed. Mr. Norton doesn't believe the fact that this was filed less than 90 days before the event will prejudice the City. He can't tell them they can vote to waive the ordinance. If the city chooses not to enforce that provision this time, there isn't anyone in a position to complain, but for purposes of correcting the ordinance they should look at changing the language to establish a time frame that's an absolute deadline, like 45 days, and give the City time to modify the ordinance. If Mr. Norton thinks that the 90 days window is an absolute necessity, then that's a different matter.

Jeff Norton, Special Events Coordinator, said this is a long-running event for the City. The commission should look at it carefully and add no less than 60 days.

Sam Deputy, Azalea Festival Organizer, said the time frame wasn't observed because the Main Street Committee didn't turn loose of this Festival until late in the year. He asked them to approve this permit and look at an ordinance change in March.

The Clerk said one more option would be to table action on the permit tonight, adopt an emergency ordinance at the next meeting which gives them the authority to issue it, and then take the matter up once the ordinance has been changed. Mr. Holmes said they can do that, or just vote to issue the permit and change the ordinance later. If this were a term or condition he perceived was in place to protect the general public, he wouldn't be so casual about it, but the time frame is purely for the benefit of the City, not the general public, so staff would have time to review the applications. If staff was saying there are things that need to be further explored, that would be different, but this festival has been held for more than 60 years. If Mr. Norton was uncomfortable with it, he'd say not to issue it, but Mr. Norton recommends issuing the permit.

Commissioner Kitchens moved to allow the vote on the permit and to pass Consent Agenda Items 3(a)-(1), -(3), -(5), -(6) and -(7) for the 2011 Azalea Festival Special Events Permit. Commissioner Norwood seconded the motion. Commissioner Norwood asked if this sets a precedent on waiving ordinances. Mr. Holmes said they are ignoring a provision of an ordinance they've passed; he's advised against that in the past. Like everything else, there are exceptions to rules. This time frame benefits the City only. The application was filed 78 days in advance instead of 90 days; more than two months in advance of the festival. This isn't a precedent they'd have to follow in the future. They don't have to ignore a new ordinance just because they've made an exception to this ordinance. He doesn't like consciously not enforcing an ordinance, but this is the lesser of two evils. Commissioner Norwood said he wants to make sure they are not doing anything that creates a public safety issue or gives any

one organization an advantage. The ordinance was put in place for the City's benefit, but he still considers this timely. Commissioner Leary concurred and said this isn't a public safety issue, and agrees it is problematic. There being no further discussion, the motion passed unopposed.

Agenda Item

12

This instrument prepared by:
Betsy J. Driggers
201 North 2nd Street
Palatka, FL 32177

ORDINANCE NO. 11 - 06

Entitled

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, REPEALING AND RESCINDING ORDINANCE No. 62-6, WHICH REQUIRED AND DIRECTED THE CITY WATER DEPARTMENT TO INJECT SODIUM FLOURIDE INTO THE CITY WATER SYSTEM; PROVIDING FOR THE RENUMBERING OF CHAPTER 86, ARTICLE II ACCORDINGLY; 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, on July 12, 1962, the City Commission of the City of Palatka, Florida, passed and adopted Ordinance No. 62-6 adding section a to the Municipal Code requiring and directing the Water Treatment Plant to inject Sodium Fluoride into the City water system at such times and in such amounts as the State of Florida may approve and direct; and

WHEREAS, the City of Palatka began injecting sodium fluoride into the City water system in accordance with Ordinance No. 62-6 and has continued to do so at a cost of approximately $12,000.00 per year for maintenance and operation of the System; and

WHEREAS, based upon recent studies it has been shown that the cost of fluoridating the water supply outweighs the potential benefits; and

WHEREAS, the Environmental Protection Agency (EPA) has recently recommended utilities that fluoridate their drinking water decrease the level of fluoridation from 1.0 parts per million gallons of water (ppm) to .08 ppm; and

WHEREAS, the City's source water has a natural fluoride content of approximately .02 ppm, which is already one quarter of the EPA recommended dosage, and other sources of fluoride such as toothpaste, processed foods and beverages are available to the public; and

WHEREAS, the State of Florida does not require the fluoridation of drinking water.

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

Section 1. That Ordinance No. 62-6, adopted by the City of Palatka City Commission on July 12, 1962, requiring and directing the Palatka Water Treatment Plant to inject Sodium Fluoride into the City Water System, is hereby rescinded, repealed and revoked in its entirety, along with all authorizations empowered by its adoption and enactment.

Section II. That Section 86-37 of the Palatka Municipal Code, entitled Fluoridation of Water Supply, be hereby deleted in its entirety, and all subsequent sections of Chapter 86, Article II, Division I be renumbered accordingly to accommodate the removal of this section, if necessary.

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

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

Section V. That this ordinance shall take effect upon its passage as provided by law.

Section VI. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka on second reading this 14th day of April, 2011.

CITY OF PALATKA

By: _____
Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____

City Attorney

320 North Moody Rd.
Palatka, FL 32177
Tel. (386) 329-0144
Fax (386) 329-0106

City of Palatka

R. C. Willis Water Plant

To: **Betsy Driggers, City Clerk**

From: Melvin Register, Water Plant Superintendent

Date: February 28, 2011

RE: Water Fluoridation Ordinance

In July 1962, The City passed and adopted Ordinance No. 62-6 adding section 25-17 requiring and directing the Water Plant to inject Sodium Fluoride into the City Water System. The Ordinance was updated in 1981 and 1986. It is currently written as Chapter 86 Article II Division I Section 86-37of the Municipal Code of the City of Palatka. The wording of the ordinance states that the water department of the city shall, in accordance with the plans and specifications as prepared by the city's engineers, copies of which are on file in the office of the city clerk, install fluoride equipment and shall inject sodium fluoride into the water system of the city at such times and in such amounts and on such basis as the state may, from time to time, approve and direct.

Water Plant personnel began fluoridation of the City water supply and continued until the fluoridation equipment failed. It is unknown exactly when the process was stopped. The City's water supply remained without fluoride until 1997 when the City received a grant from the Florida Department of Health to install new equipment and fund operation of the system for two years. After that the City assumed the cost, approximately $12,000.00 per year, of maintaining and operating the fluoride system.

More recently, there have been questions as to the health benefit provided by Drinking Water Fluoridation and its overall health effects. There have been studies that show children under the age of ten (10) receive the most benefit from fluoridation and that benefit decreases with age. There have also been studies that show fluoridation may contribute to the loss of calcium in the bones and cause the mottling of the teeth over time. The U.S. EPA recently recommended that utilities that fluoridate their drinking water decrease the level of fluoridation from 1.0 ppm to 0.8 ppm.

The level of fluoridation is determined by the average daily temperature in the area of the treatment facility. This is because fluoride is cumulative in the body. The theory is that people in warmer areas will drink more water, therefore you don't need to fluoridate at a higher level for people to get the appropriate fluoride dosage. Conversely, water in cooler areas would need to be dosed at a higher level because people drink less water in cooler climates.

Over the last several years, I have received numerous inquiries about fluoridation and the effects that it can have on the body. People have expressed concern over the necessity for fluoridation, whether the benefits outweigh the risks, and especially for more elderly consumers, about the effects it is having on their health.

The source water that the City uses has a natural fluoride content of approximately 0.2 ppm, which is already one quarter of the recommended dosage. There are other sources of fluoride as well (i.e. toothpaste, processed

foods and beverages). Because of this, I believe that the City should seriously reconsider the addition of fluoride to the drinking water.

In light of these concerns and in view of the fact that the State of Florida does not require the fluoridation of drinking water, I would like to propose that the City Commission adopt an ordinance that would repeal the current ordinance which requires the Water Treatment Plant to fluoridate the drinking water.

42

Ordinance No. 62-6

AN ORDINANCE

entitled

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA, BE AMENDED BY ADDING A SECTION TO BE NUMBERED 25-17 REQUIRING AND DIRECTING THE CITY WATER DEPARTMENT TO INJECT SODIUM FLOURIDE INTO THE CITY WATER SYSTEM.

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

Section 1. That the Code of Ordinances of the City of Palatka, Florida, be amended by adding a section to be numbered 25-17 to read as follows:

"Section 25-17. The Water Department of the City shall, in accordance with the plans and specifications as prepared by the Cities engineers, copies of which are on file in the Office of the City Clerk, install flouride equipment and shall inject sodium flouride into the water system of the City at such times, and in such amounts and on such basis as the Florida State Board of Health may, from time to time, approve and direct. The operation of such equipment and the injection of sodium flouride into the City Water System shall at all times be supervised by a person holding a Class "B" Water Treatment Operator's License from the Florida State Board of Health."

Section 2. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 3. This ordinance shall become effective immediately upon its final passage by the City Commission, and a duly certified copy thereof shall be forwarded to the Municipal Code Corporation for insertion in the Code of Ordinances of the City of Palatka.

Passed in Open Session this 12th. day of July, 1962.

I hereby certify that the above and foregoing is a true and correct copy of that certain ordinance passed by the City Commission of the City of Palatka on the 12th. day of July, 1962.

City Clerk

37

Proceedings of a regular meeting of the City Commission of the City of Palatka, held on the 12th day of July, 1962

Present Frank M. Hancock Mayor

D. W. Broadway, Sr.
H. G. Motes
John D. Arrington, Jr.
George S. Mitchell } Commissioners

The meeting was opened with a prayer by Reverend Kenneth L. Hansen.

The minutes of a meeting held on June 28th. 1962 were presented to the Commission and there being no alterations nor corrections, were approved as read.

The City Manager read the monthly reports for the month of June for the Municipal Judge, Police Department, Civic Center and the Fire Department (filed).

The City Manager read a letter from the Putnam County Health Department, signed by Dr. J. R. Sayers, asking if a plot of land owned by the City of Palatka could be made available for a health department at the intersection of Crill and Morris Streets. It was moved by Arrington, seconded by Broadway, that the matter be tabled. Motion was carried.

The City Manager read a letter from the Palatka Retail Merchants Association, signed by E. L. Walker, President, requesting the City to cooperate with the retail merchants in providing off-street parking in the downtown area. Mr. Paul Hege and Mr. C. J. Mathews were present at the meeting, representing the Palatka Retail Merchants. They were advised by the Mayor that consideration was being given to off-street parking by the Commission and news may be forthcoming soon on additional off-street parking.

The City Manager read an ordinance entitled AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA, BE AMENDED BY REVISING SECTION 16-22 AND SECTION 16-23 OF SAID CODE PROVIDING FOR A MINIMUM AGE LIMIT FOR PERSONS FREQUENTING POOL OR BILLIARD PARLORS. It was moved by Broadway, seconded by Arrington, that the ordinance be placed on second reading and adopted. Upon a roll call vote the results were as follows: Ayes; Broadway, Motes, Arrington, Mitchell and Mayor Hancock. Nays; none.

Commissioner Arrington stated that at this time he would like to call for the ordinance providing for fluoridation of the City water supply, and moved that the rule requiring two readings be waived for passing this ordinance. The motion was seconded by Commissioner Broadway and upon a roll call vote the results were as follows: Ayes; Broadway, Motes, Arrington, Mitchell and Mayor Hancock. Nays; none. The City Manager thereupon read an ordinance entitled AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA, BE AMENDED BY ADDING A SECTION TO BE NUMBERED 25-17 REQUIRING AND DIRECTING THE CITY WATER DEPARTMENT TO INJECT SODIUM FLOURIDE INTO THE CITY WATER SYSTEM. It was moved by Arrington, seconded by Broadway, that the ordinance be placed on final reading and adopted. Upon a roll call vote the results were as follows: Ayes; Broadway, Motes, Arrington, Mitchell and Mayor Hancock. Nays; none.

The City Manager stated that the Kirkland Street city dock was in bad need of repair and would be quite expensive to repair and keep in a safe condition; he recommended to the Commission that the dock be town down because of the lack of funds for repair and it being in an unsafe condition. It was moved by Broadway, seconded by Motes, that the City Manager be authorized to demolish and remove the Kirkland street city dock on the St. John's river. Motion was carried.

35

Proceedings of a ..... meeting of the City Commission of the City of Palatka, held on the ..... day of ....., 19....

Present ..... Mayor

..... } Commissioners

Commissioner Arrington requested that the airport committee be authorized to call for bids for a tractor and mower for the airport. Power was granted by the Commission, and Commissioner Mitchell was appointed by the Mayor to serve with the Committee on call for bids.

Moved by Broadway, seconded by Arrington, that the City Manager request bids for the purchase of gasoline for use by the city. Motion carried.

It was moved by Arrington, seconded by Motes, that the meeting adjourn. Motion was carried.

A. E. Williams
Clerk

J M Hancock
Mayor

Agenda Item

13

ORDINANCE NO. 11-07

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING CITY OF PALATKA ORDINANCE NO. 08-20, THE CITY OF PALATKA 2008 ECONOMIC RECOVERY AND INCENTIVE PROGRAM; PROVIDING FOR AN EXTENSION OF THE SUSPENSION OF COLLECTION OF THE CITY'S PARKS AND RECREATION FACILITIES IMPACT FEES, FIRE RESCUE IMPACT FEES, ROAD IMPACT FEES AND LAW ENFORCEMENT IMPACT FEES FOR A PERIOD NOT TO EXCEED TWO YEARS; PROVIDING FOR PERIODIC REPORTS TO THE CITY COMMISSION ON THE STATUS OF THE ECONOMY AND LOCAL BUILDING INDUSTRY DURING THE SUSPENSION PERIOD; REQUIRING REVIEW OF THE IMPACT FEE STUDIES; PROVIDING FOR NOTICE OF IMPACT FEE RATES UPON EXPIRATION OF THE SUSPENSION PERIOD; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 17, 2007 the City Commission enacted Ordinance No. 07-23, the City of Palatka Comprehensive Impact Fee Ordinance (Ordinance No. 07-23 as amended herein shall be collectively referred to as the "Ordinance") imposing impact fees for Parks and Recreation Facilities, Fire Rescue, Roads, Law Enforcement, Water and Sewer Facilities within the incorporated area of the City; and

WHEREAS, the impact fees imposed pursuant to the Ordinance took effect on April 1, 2008; and

WHEREAS, the downturn in the national, state and local economy has resulted in increased foreclosures, business closings and a decline in new construction projects within the City; and

WHEREAS, on December 18, 2008 the City Commission enacted Ordinance No. 08-20, creating the City of Palatka 2008 Economic Recovery and Incentive Program providing for the suspension of impact fees for Parks and Recreation Facilities, Fire Rescue, Roads and Law Enforcement within the incorporated area of the City; and

WHEREAS, between January 1, 2010 and December 31, 2010, the City has issued only ten (10) building permits for new construction or a change of use of an existing building; and

WHEREAS, a continued decline in construction projects within the City impacts all local industries that are dependent upon growth, such as construction, manufacturing and real estate; and

WHEREAS, as of February, 2011 the unemployment rate in Putnam County was reported at 12.9% compared with 11.9% for the State of Florida and 8.9% nationally; and

WHEREAS, a decrease in the number of building permits issued by the City also adversely impacts the City's budget. Growth of the City's tax base is dependent upon new construction, redevelopment and increasing property values; and

WHEREAS; there are no indicators of the expected duration of the ongoing local economic downturn; and

WHEREAS, the City Commission desires to continue the 2008 Economic Recovery and Incentive Program to provide for suspension of the City's Parks and Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees for a period not to exceed two years in order to allow time for the national, state and local economy to recover and to stimulate local development, preserve jobs in the construction industry and expand the City's tax base.

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

Section 1: Section 1.03 of the Ordinance is hereby amended to include the following:

J. The 2008 economic downturn resulted in increased foreclosures, business closings and a decline in new construction projects within the City. A decline in construction projects within the City impacts all local industries that are dependent upon growth, such as construction, manufacturing and real estate. A decrease in the number of building permits issued by the City also adversely impacts the City's budget Growth of the City's tax base is dependent upon new construction, redevelopment and increasing property values. In this economic climate the collection of Parks and Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees, as established pursuant to this Ordinance, may place the City in a non-competitive position with other local governments that have chosen not to require growth to pay its fair share of needed Capital Facilities and thus hinder efforts by the City and the community to encourage economic development opportunities within the City , to preserve and create permanent employment expansion opportunities for the City's citizens, and expand the City's tax base. Therefore the City Commission wishes to continue the 2008 Economic Recovery and Incentive Program, as created by Ordinance No. 08-20, adopted on December, 18, 2008, providing for suspension of the City's Parks and Recreation, fire rescue, Roads and Law Enforcement Impact Fees for a period not to exceed two years in order to allow time

for the national, state and local economy to recover and to stimulate local development, preserve jobs in the construction industry and expand the City's tax base.

Section 2: Section 2.04 of the Ordinance is hereby amended to include the following paragraph:

C. All Residential Construction occurring within the City that submits a complete application for a Building Permit on or after January 1, 2009 and continuing through December 31, 2012 shall not be required to pay the Parks and Recreation Facilities Impact Fees imposed by this Section pursuant to Section 8.02.

Section 3: Section 3.04 of the Ordinance is hereby amended to include the following paragraph:

C. All Fire Rescue Impact Construction occurring within the City that submits a complete application for a Building Permit on or after January 1, 2009 and continuing through December 31, 2012 shall not be required to pay the Fire Rescue Impact Fees imposed by this Section pursuant to Section 8.02.

Section 4: Section 4.04 of the Ordinance is hereby amended to include the following paragraph:

C. All Road Impact Construction occurring within the City that submits a complete application for a Building Permit on or after January 1, 2009 and continuing through December 31, 2012 shall not be required to pay the Road Impact Fees imposed by this Section and set forth in Appendix C. to the Ordinance pursuant to Section 8.02.

Section 5: Section 5.04 of the Ordinance is hereby amended to include the following paragraph:

C. All Law Enforcement Impact Construction occurring within the City that submits a complete application for a Building Permit on or after January 1, 2009 and continuing through December 31, 2012 shall not be required to pay the Law Enforcement Impact Fees imposed by this Section pursuant to Section 8.02.

Section 6: The following new Section 8.02 is hereby added to the Ordinance:

SECTION 8.02 2008 ECONOMIC RECOVERY AND INCENTIVE PROGRAM.

A. The City Commission hereby continues the 2008 Economic Recovery and Incentive Program, as created by Ordinance No. 08-20, adopted on December, 18, 2008,

to provide for suspension of the City's Parks and Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees for a period not to exceed two years, commencing on January 1, 2011, in order to allow time for the national, state and local economy to recover and to stimulate local development, preserve jobs in the construction industry and expand the City's tax base.

B. During the suspension period, the City shall not collect the Parks and Recreation Impact Fees imposed pursuant to Section 2.04 herein, the Fire Rescue Impact Fees imposed pursuant to Section 3.04 herein, the Roads Impact Fees imposed pursuant to Section 4.04 herein or the Law Enforcement Impact Fees imposed pursuant to Section 5.04 herein.

C. The provisions of this Ordinance relating to expenditure of existing Impact Fee funds and annual reporting requirements shall remain in effect during the suspension period.

D. By December 31, 2011, the City Manager shall provide a report to the Commission relating to the status of construction activity within the City since the effective date of this program. Such report shall include the number and type of permits issued, the amount of Impact Fee revenues lost as a result of the suspension, pending development projects, an overview of the national, state and local economy and impacts on the City's budget and capital improvement plans.

E. By July 1, 2012, the City Manager shall provide an additional report to the Commission, updating the data provided in the January report, providing recommendations for whether the suspension period should be extended and delineating the process for re-implementing the Parks and Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees at the end of the suspension period, including possible review of the impact fee studies pursuant to Section 8.07 of the Ordinance and providing for the 90 day notice period required by section 8.10 herein.

F. Collection of the Parks and Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees shall resume on January 1, 2013, provided that the notice period required by Section 8.10 has expired by such date. In the event the notice period has not expired on December 31, 2012, collection of the fees shall resume upon expiration of the 90 day notice period.

All subsequent Sections of Article VIII of the Ordinance are hereby renumbered accordingly to accommodate this new Section 8.02.

Section 7. Severability. If any clause, section or provision of this Ordinance or any Impact Fee imposed pursuant to this Ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Ordinance or remaining

Impact Fees shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

Section 8. **Codification.** A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

Section 9. **Effective Date.** A certified copy of this Ordinance shall be filed in the Department of State by the Clerk of the City Commission within ten (10) days after enactment by the Commission and the Ordinance shall take effect as provided by law.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 14th day of April, 2011.

PALATKA CITY COMMISSION

By:_____
Its MAYOR

ATTEST:

_____
CITY CLERK

(SEAL)

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY

City of Palatka
Building & Zoning
201 N. 2nd Street
Palatka, Florida 32177
386-329-0103 • Fax 386-329-0172

MEMO

DATE: March 14, 2011

TO: Mayor Myers, Vice Mayor Brown, Commissioners Kitchens, Leary, and Norwood

FROM: Thad Crowe, AICP, Planning Director through Woody Boynton, City Manager

RE: Impact Fee Ordinance 08-20

The City Commission adopted Ord. 08-20, known as the 2008 Economic Recovery and Incentive Program, on December 18, 2008, suspending impact fees adopted by a 2007 ordinance. Ordinance 08-20 was in effect until December 31, 2010. No impact fees have been collected for Parks & Recreation, Fire Rescue, Roads, and Law Enforcement during this two year suspension time.

Permit statistics for the period of January 1, 2010 through December 31, 2010 indicate there were 95 building permits obtained of which 10 would have been charged impact fees totaling $89,903.47. All residential new construction was completed by the Palatka Housing Authority.

Per the U. S. Bureau of Labor Statistics, the most current unemployment rates are as follows:

- National: 8.9%
- State: 11.9%
- Putnam County: 12.9%

With the concurrence of the City Manager, we recommend that the City Commission extend the suspension of the collection of impact fees an additional two years to allow more time for the economy to recover. We also recommend that the required reporting for the ordinance be changed from six-month periods to one initial six-month report and a final report for July, 2012.

Please feel free to contact me with any questions or concerns.

Permit Statistics by Permit Type issued
January 1, 2010 through December 31, 2010

Type of Permit Issued	# Issued
Aux power Unit	1
Building permit	95
Demolition of Structure	15
Electrical, Existing Comm	70
Electrical, Existing Res/Mobile	52
Electrical, New Comm	12
Electrical, New Res/Mobile	19
Fire, Suppression	5
Fire, Alarm	7
Fire, Hood	1
Fire, Sprinkler	2
Gas Piping	3
Mechanical, Comm. a/c & heat	56
Mechanical, Res. a/c & heat	80
Mechanical, Misc.	11
Plumbing, Comm	28
Plumbing, Residential	38
Roofing, Comm	20
Roofing, Res	75
Sign	30
Swimming Pool-In Ground	2
Swimming Pool-Above Ground	1
Site Development	1
Tent Permit	8
Total # Permits Issued	**632**

FOOT NOTE:

Further breakdown of the 95 Building Permits Issued from January 1 through December 31, 2010 are as follows:

* 3 New Single Family Residential Construction
* 5 New Multi-family Dwelling Units (PHA - Senior only)
* 2 New Commercial Construction (O'Reilly Auto Parts and Walter's Towing)
* 85 are other than new construction or structures other than buildings.

City of Palatka
Building & Zoning
201 N. 2nd Street
Palatka, Florida 32177
386-329-0103 • Fax 386-329-0172

June 2, 2010

TO: Woody Boynton, City Manager

FROM: Debbie Banks, Director of Building & Zoning

RE: Economic Recovery and Incentive Program. (Ordinance 08-20 Section 8.02.D)

BACKGROUND

On December 11, 2008 the City Commission passed Ordinance 08-20 amending Ordinance 07-23 adopted December 17, 2007 (Impact Fee Ordinance) and creating the 2008 Economic Recovery and Incentive Program by suspending the collection of the City's Parks and Recreation Facilities, Fire Rescue, Roads and Law Enforcement impact fees. Ordinance 08-20 took effect January 1, 2009 and required under Section 8.02.D that a report would be provided to the Commission relating to the status of construction activity within the City since the effective date of this program (suspension).

DATA

A report entitled "Permit Statistics for Calendar Year 2010 by Permit Type" shows a total of 253 permits were issued from January 1 through May 31, 2010. This amount includes the following types of permits: Building (additions & alterations) demolition, electrical, fire suppression/alarm/hood, mechanical, plumbing, roofing, sign, and swimming pool.

Chief Building Official Joff Filion has provided a memo regarding that specific permit activity that would have been subject to the impact fees. There were no new commercial projects and one new single family residence that would have paid $8,393.00 in impact fees. Mr. Filion indicates a grand total of $377,863.16 has not been assessed since the moratorium took effect.

The last report attached provides statistics comparing revenue, permit numbers, inspections and cases between January 1 and June 1, 2010. Revenue is down but number of permits issued and inspections are up. Planning Board and Historic Board cases have increased.

UNEMPLOYMENT RATES

According to the U.S. Dept. of Labor, Bureau of Labor Statistics the national unemployment rate is 12%. The unemployment rate for Putnam County is 13.7%.

PENDING PROJECTS

Currently, the only project in plan review is for the Veteran's Administration Clinic which will be locating in the Palatka Mall. Since this is a renovation of an existing building, permit fees will be less than if a new building had been constructed.

Permit Statistics for Calendar Year 2010 by Permit Type

Type of Permit Issued	# Issued
Aux power Unit	0
Building permit	29
Demolition of Structure	8
Electrical, Existing Comm	31
Electrical, Existing Res/Mobile	30
Electrical, New Comm	3
Electrical, New Res/Mobile	14
Fire, Suppression	5
Fire, Alarm	2
Fire, Hood	1
Fire, Sprinkler	0
Mechanical, Boilers	0
Mechanical, Comm a/c & heat	18
Mechanical, Exhaust Hoods	0
Mechanical, Misc.	6
Mechanical, Refrig.	0
Mechanical, Res a/c & heat	26
Mechanical, Udgd Strg Tanks	0
Plumbing, Comm	10
Plumbing, Residential	16
Roofing, Comm	14
Roofing, Res	32
Sign	7
Swimming Pool-Above Ground	1
Site Development	0
Tent Permit	0
Total # Permits Issued	**253**

FOOT NOTE:

Further breakdown of the 29 Building Permits Issued from Jan.1 through May 31, 2010 are as follow

* 1 New Residential Construction (single family home)
* 10 Commercial alterations & additions
* 18 Residential alterations & additions

Memorandum

May 27, 2010

To: Planning Director

Fm: CBO

Re: Economic Recovery and Incentive Report. (Ordinance Section 8.02)

During this reporting period, January1, 2010 thru May 31 2010, the Building and Zoning Department issued one qualifying permit. The permit was Residential for a new Single Family Dwelling. No qualifying permits were issued for new Commercial construction.

The following fees were not assessed nor collected for the above period.

Residential:

Police:	$615.68
Fire:	$728.64
Recreation:	$1269.76
Transportation:	$1422.00
School:	$4347
Total:	$8,393.00

Since the Economic Recovery and Incentive program has been in existence, a grand total of $377,863.16 has not been assessed or collected.

Building and Zoning Department Stats for May 2010.

	Building Dept.Rev.	Flow through Rev.	Dept. Total Rev.	Permits issued	Plan review	Inspections	Cases
Current Month May, 2010	$6,894.39	$19,163.98	$26,058.37	47	10	92	9
May. - 09	$31,994.06	$93,950.00	$125,944.06	69	21	128	2
Previous Month April. 2010	$12,726.20	$3,202.32	$15,928.52	78	16	89	8
April - 09	$15,830.61	$8,778.18	$24,608.79	56	21	134	3
Current YTD	$89,869.44	$36,609.21	$126,478.65	387	89	912	37
YTD Same Period Last Year	$111,364.05	$156,167.65	$267,531.70	377	127	875	23
% of Current YTD vs Last YTD	80.70%	23.44%	47.28%	102.65%	70.08%	104.23%	160.87%

Footnotes:

Building Dept. Revenue consists of revenue that supports the operations of the Department.Some examples are as follows:
Permitting fees, Inspection fees, Contractor Licensing, Business Tax Receipts and Code Enforcement Revenues.

Flow through Revenue are monies that this department would collect for other departments or are allocated for other purposes, such as:
City and County Impact fees and Water and Sewer connection fees.

Cases handled as listed above include; Planning Board, Zoning Board of Adjustments and Historical Board.

ORDINANCE NO. 08-20

AN ORDINANCE AMENDING CITY OF PALATKA ORDINANCE NO. 07-23, THE CITY OF PALATKA COMPREHENSIVE IMPACT FEE ORDINANCE; CREATING THE 2008 ECONOMIC RECOVERY AND INCENTIVE PROGRAM; PROVIDING FOR SUSPENSION OF COLLECTION OF THE CITY'S PARKS AND RECREATION FACILITIES IMPACT FEES, FIRE RESCUE IMPACT FEES, ROAD IMPACT FEES AND LAW ENFORCEMENT IMPACT FEES FOR A PERIOD NOT TO EXCEED TWO YEARS; PROVIDING FOR PERIODIC REPORTS TO THE CITY COMMISSION ON THE STATUS OF THE ECONOMY AND LOCAL BUILDING INDUSTRY DURING THE SUSPENSION PERIOD; REQUIRING REVIEW OF THE IMPACT FEE STUDIES; PROVIDING FOR NOTICE OF IMPACT FEE RATES UPON EXPIRATION OF THE SUSPENSION PERIOD; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 17, 2007 the City Commission enacted Ordinance No. 07-23, the City of Palatka Comprehensive Impact Fee Ordinance (Ordinance No. 07-23 as amended herein shall be collectively referred to as the "Ordinance") imposing impact fees for Parks and Recreation Facilities, Fire Rescue, Roads, Law Enforcement, Water and Sewer Facilities within the incorporated area of the City;

WHEREAS, the impact fees imposed pursuant to the Ordinance took effect on April 1, 2008;

WHEREAS, the downturn in the national, state and local economy has resulted in increased foreclosures, business closings and a decline in new construction projects within the City;

WHEREAS, since April 1, 2008 the City has issued only 3 building permits for new construction or a change of use of an existing building. Issuance of other permits within the City in Fiscal Year 2007-2008 decreased by 22% from Fiscal Year 2006-2007;

WHEREAS, a decline in construction projects within the City impacts all local industries that are dependent upon growth, such as construction, manufacturing and real estate;

WHEREAS, as of September 30, 2008 the unemployment rate in Putnam County was reported at 8.0% compared with 6.8% for the State of Florida and 6.0% nationally;

WHEREAS, a decrease in the number of building permits issued by the City also adversely impacts the City's budget. Growth of the City's tax base is dependent upon new construction, redevelopment and increasing property values;

WHEREAS, leading economists predict that the national economy will not begin to recover until late 2009 and there are no indicators of the expected duration of the local economic crisis;

WHEREAS, the City Commission held a workshop on September 30, 2008 to review options relating to the City's impact fees as a result of the economic downturn. Representatives of the Putnam County Chamber of Commerce, real estate developers, realtors and the construction community testified to the effects of the economic downturn within the City and the additional burdens associated with the City's impact fees;

WHEREAS, the City Commission determined on October 23, 2008 that local economic conditions had reached a critical point requiring action in order to stimulate the local economy;

WHEREAS, the City Commission desires to create the 2008 Economic Recovery and Incentive Program to provide for suspension of the City's Parks and Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees for a period not to exceed two

years in order to allow time for the national, state and local economy to recover and to stimulate local development, preserve jobs in the construction industry and expand the City's tax base.

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

Section 1: Section 1.03 of the Ordinance is hereby amended to include the following finding:

J. The 2008 economic downturn has resulted in increased foreclosures, business closings and a decline in new construction projects within the City. A decline in construction projects within the City impacts all local industries that are dependent upon growth, such as construction, manufacturing and real estate. A decrease in the number of building permits issued by the City also adversely impacts the City's budget. Growth of the City's tax base is dependent upon new construction, redevelopment and increasing property values. In this economic climate the collection of Parks and Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees, as established pursuant to this Ordinance, may place the City in a non-competitive position with other local governments that have chosen not to require growth to pay its fair share of needed Capital Facilities and thus hinder efforts by the City and the community to encourage economic development opportunities within the City, to preserve and create permanent employment expansion opportunities for the City's citizens, and expand the City's tax base. Therefore the City Commission wishes to establish the 2008 Economic Recovery and Incentive Program providing for suspension of the City's Parks and Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees for a period not to exceed two years in order to allow time for the national, state and local economy to recover and to stimulate local development, preserve jobs in the construction industry and expand the City's tax base.

Section 2: Section 2.04 of the Ordinance is hereby amended to include the following paragraph:

C. All Residential Construction occurring within the City that submits a complete application for a Building Permit on or after January 1, 2009 and continuing through December 31, 2010 shall not be required to pay the Parks and Recreation Facilities Impact Fees imposed by this Section pursuant to Section 8.02.

Section 3: Section 3.04 of the Ordinance is hereby amended to include the following paragraph:

C. All Fire Rescue Impact Construction occurring within the City that submits a complete application for a Building Permit on or after January 1, 2009 and continuing through December 31, 2010 shall not be required to pay the Fire Rescue Impact Fees imposed by this Section pursuant to Section 8.02.

Section 4: Section 4.04 of the Ordinance is hereby amended to include the following paragraph:

C. All Road Impact Construction occurring within the City that submits a complete application for a Building Permit on or after January 1, 2009 and continuing through December 31, 2010 shall not be required to pay the Road Impact Fees imposed by this Section and set forth in Appendix C to the Ordinance pursuant to Section 8.02.

Section 5: Section 5.04 of the Ordinance is hereby amended to include the following paragraph:

C. All Law Enforcement Impact Construction occurring within the City that submits a complete application for a Building Permit on or after January 1, 2009 and continuing through December 31, 2010 shall not be required to pay the Law Enforcement Impact Fees imposed by this Section pursuant to Section 8.02.

Section 6: The following new Section 8.02 is hereby added to the Ordinance:

SECTION 8.02. 2008 ECONOMIC RECOVERY AND INCENTIVE PROGRAM.

A. The City Commission hereby establishes the 2008 Economic Recovery and Incentive Program to provide for suspension of the City's Parks and Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees for a period not to exceed two years, commencing on January 1, 2009, in order to allow time for the national, state and local economy to recover and to stimulate local development, preserve jobs in the construction industry and expand the City's tax base.

B. During the suspension period, the City shall not collect the Parks and Recreation Impact Fees imposed pursuant to Section 2.04 herein, the Fire Rescue Impact Fees imposed pursuant to Section 3.04 herein, the Roads Impact

Fees imposed pursuant to Section 4.04 herein or the Law Enforcement Impact Fees imposed pursuant to Section 5.04 herein.

C. The provisions of this Ordinance relating to expenditure of existing Impact Fee funds and annual reporting requirements shall remain in effect during the suspension period.

D. By January 1, 2010, the City Manager shall provide a report to the Commission relating to the status of construction activity within the City since the effective date of this program. Such report shall include the number and type of permits issued, the amount of Impact Fee revenues lost as a result of the suspension, pending development projects, an overview of the national, state and local economy and impacts on the City's budget and capital improvement plans.

E. By June 1, 2010, the City Manager shall provide an additional report to the Commission, updating the data provided in the January report, providing recommendations for whether the suspension period should be extended and delineating the process for reimplementing the Parks and Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees at the end of the suspension period, including possible review of the impact fee studies pursuant to Section 8.07 of the Ordinance and providing for the 90 day notice period required by Section 8.10 herein.

F. Collection of the Parks and Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees shall resume on December 31, 2010, provided that the notice period required by Section 8.10 has expired by such date. In the event the notice period has not expired on December 31, 2010, collection of the fees shall resume upon expiration of the 90 day notice period.

All subsequent Sections of Article VIII of the Ordinance are hereby renumbered accordingly to accommodate this new Section 8.02.

Section 7. Severability. If any clause, section or provision of this Ordinance or any Impact Fee imposed pursuant to this Ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Ordinance or remaining Impact Fees shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

Section 8. **Effective Date.** A certified copy of this Ordinance shall be filed in the Department of State by the Clerk of the City Commission within ten (10) days after enactment by the Commission and the Ordinance shall take effect as provided by law.

DULY PASSED ON FIRST READING this 11th day of December, 2008.

DULY PASSED AND ADOPTED ON SECOND READING this 18th day of December, 2008.

CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA

ATTEST:

BY: _____
Karl N. Flagg, Mayor

_____
Clerk

(SEAL)