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
May 12, 2011

CALL TO ORDER:

a. Invocation – Minister Terrance Beauford, Rhema Healing and Deliverance
b. Pledge of Allegiance
c. Roll Call

APPROVAL OF MINUTES – 04/14/11 Golf Course Workshop; 04/28/11 Regular Meeting

1. **PUBLIC RECOGNITION/PRESENTATIONS:**
   a. **PROCLAMATION:** Neurofibromatosis Awareness Month – May, 2011
   b. **PROCLAMATION:** National Public Works Week – May 15 – 19, 2011
   c. **PROCLAMATION:** National Safe Boating Week – May 21 through 27, 2011

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

3. **CONSENT AGENDA:**
   ***a. Authorize expenditure of Law Enforcement Trust Fund monies in the amount of $6,000** to the Police Athletic League to assist with the 2011 Panther Summer Youth Program – Chief Getchell
   ***b. Authorize execution of Contract with Putnam County Recreation in the amount of $20,480.00** to employ summer youth counselors for the 2011 PAL Summer Youth Camp – Chief Getchell
   ***c. Authorize execution of an agreement for the Provision of Supplemental Police Services with Palatka Housing Authority** for reimbursement of City services at the rate of $21.00/hr (12 month agreement with option to renew) – Chief Getchell

* 4. **RESOLUTION** authorizing the Renewal of the FDOT Local Maintenance Agreement FIN Project No. 41021417297 for maintenance of the Right-of-Ways along SR 15, SR 20 and SR 100 – Adopt

* 5. **REQUEST TO AMEND ALCOHOL ORDINANCE** to extend Sunday sales to Monday morning at 2:00 a.m. – Johnny Lyons, Steamboat Willie's

6. **ADMINISTRATIVE REPORTS**

7. **COMMISSIONER COMMENTS**

8. **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
July 12, 2011 – USDA Visioning/Community Development 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
Code Enforcement Board:	1 Vacancy (Sub-Contractor)

WHEREAS, Neurofibromatosis (NF) causes tumors to grow on nerves anywhere in the body, bone and skin tumors, bone deformities such as spinal scoliosis; leg bowing or twisting, café au lait spots on the skin, deafness, blindness; learning disabilities; debilitating pain, heart defects and even death; and

WHEREAS, NF is more prevalent than Cystic Fibrosis, Duchenne Muscular Dystrophy, Tay Sachs and Huntington's Disease combined; and

WHEREAS, NF can appear in any family and is worldwide in distribution, affects both sexes equally and has no particular racial or ethnic distribution; and 85% of cases are sporadic (no previous family history) and 15% are inherited; and

WHEREAS, while over 120,000 Americans have NF and one of every 3,000 newborns will develop the disorder, it still is relatively unknown to the public and much remains to be done to raise awareness of NF's devastating effects and the need for funding for research to prevent, treat and cure NF; and

WHEREAS, the Children's Tumor Foundation (www.ctf.org, 800-323-7938) leads the efforts to fund critical research aimed at finding the causes of the disorder and developing treatments and a cure, and to provide support to people and families affected by NF; and

WHEREAS, NF research benefits and additional 100 million Americans (i.e. 65 million with cancer and 35 million with learning disabilities; and

WHEREAS, the Children's Tumor Foundation is observing May as National Neurofibromatosis (NF) Awareness Month nationally to inform the public about this common genetic disorder.

NOW, THEREFORE, I, Vernon Myers, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, in recognition of this important initiative, do hereby proclaim the Month of May, 2011 as

NEUROFIBROMATOSIS AWARENESS MONTH

in the City of Palatka, and urge our citizens to join the Children's Tumor Foundation's effort to increase awareness of the importance of finding a treatment and a cure to NF.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 12th day of May, 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

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, solid waste collection, parks and canal maintenance; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel, who staff public works departments, is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, this year's theme is **"Public Works: Serving you and your community"** as we celebrate the hard work and dedication of the many public works professional throughout the world.

NOW, THEREFORE, I, Vernon Myers, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, hereby proclaim the week of May 15 through May 21, 2011 as

NATIONAL PUBLIC WORKS WEEK

In the City of Palatka, and calls upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works; and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 12th day of May, 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

WHEREAS, on average, 700 people die each year in boating-related accidents in the U.S.; nearly 70% of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

WHEREAS, today's life jackets are more comfortable, more attractive, and more wearable than styles of years past and deserve a fresh look by today's boating public.

NOW, THEREFORE, I, Vernon Myers, Mayor of the City of Palatka, on behalf of the Palatka City Commission, hereby proclaim May 21 through May 27, 2011, as

NATIONAL SAFE BOATING WEEK

and the start of the year-round effort to promote safe boating in the City of Palatka, Florida, and urge all those who boat to **"Wear it."** and practice safe boating habits.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 12th day of May, in the Year of Our Lord Two Thousand Eleven.

PALATKA CITY COMMISSION

_____

By: Vernon Myers, MAYOR

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

Agenda Item

3a

REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

NOTE: Regular City Commission meetings are held on the 2nd and 4th Thursdays of the month at 6:00 p.m. This request form, together with any attachments or backup material that that would help the Commission to better consider your request, should be submitted to the City Clerk's office ***no later than 4:00 p.m. on the Friday prior to the next regularly scheduled Thursday City Commission meeting.*** Meeting dates are subject to change. Please verify the closing date for agenda items with the Clerk's office.

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

Palatka Police Department, Chief Gary Getchell

Name of Individual making presentation or request, if different:

GARY GETCHELL, CHIEF OF POLICE

Address: *110 NORTH 11TH STREET*

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

Requested meeting date for Agenda Item: **5/12/2011**

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

Subject Matter you wish to address: Police Department request to expend $6000 to the Police Athletic League to assist with the Panther summer program. This will comply with the provisions of F.S.S. 932.7005 (5)(a). Please refer to attached statute.

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: **May 3, 2011**

To: **City Commission via Betsy Driggers, City Clerk**

From: **Gary S. Getchell, Chief of Police**

Subject: **Request to Expend Law Enforcement Trust Fund Monies**

The Panther Summer Youth Camp has become one of the biggest and best programs within our community and provides a safe and positive environment for the youth to develop and grow. With the loss of federal funding, this program is at risk for continuing.

The Police Department would like to expend Law Enforcement Trust Fund (seizure fund) monies in the amount of $6000 to the Police Athletic League to assist with the Panther Summer Youth Program this year. This complies with the provisions of F.S.S. 932.7005 (5)(a).

Cc;

932.7055 Disposition of liens and forfeited property.--

(1) When a seizing agency obtains a final judgment granting forfeiture of real property or personal property, it may elect to:

(a) Retain the property for the agency's use;

(b) Sell the property at public auction or by sealed bid to the highest bidder, except for real property which should be sold in a commercially reasonable manner after appraisal by listing on the market; or

(c) Salvage, trade, or transfer the property to any public or nonprofit organization.

(2) Notwithstanding subsection (1), a seizing agency must destroy any image and the medium on which the image is recorded, including, but not limited to, a photograph, video tape, diskette, compact disc, or fixed disk made in violation of s. 810.145 when the image and the medium on which it is recorded is no longer needed for an official purpose. The agency may not sell or retain any image.

(3) If the forfeited property is subject to a lien preserved by the court as provided in s. 932.703(6)(b), the agency shall:

(a) Sell the property with the proceeds being used towards satisfaction of any liens; or

(b) Have the lien satisfied prior to taking any action authorized by subsection (1).

(4) The proceeds from the sale of forfeited property shall be disbursed in the following priority:

(a) Payment of the balance due on any lien preserved by the court in the forfeiture proceedings.

(b) Payment of the cost incurred by the seizing agency in connection with the storage, maintenance, security, and forfeiture of such property.

(c) Payment of court costs incurred in the forfeiture proceeding.

[1](d) Notwithstanding any other provision of this subsection, and for the 2006-2007 fiscal year only, the funds in a special **Law enforcement trust** fund established by the governing body of a municipality may be expended to reimburse the general fund of the municipality for moneys advanced from the general fund to the special **Law enforcement trust** fund prior to October 1, 2001. This paragraph expires July 1, 2007.

(5)(a) If the seizing agency is a county or municipal agency, the remaining proceeds shall be deposited in a special **Law enforcement trust** fund established by the board of county commissioners or the governing body of the municipality. Such proceeds and interest earned therefrom shall be used for school resource officer, crime prevention, safe neighborhood, drug abuse education and prevention programs, or for other **Law enforcement** purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or

expertise, purchasing automated external defibrillators for use in **Law enforcement** vehicles, and providing matching funds to obtain federal grants. The proceeds and interest may not be used to meet normal operating expenses of the **Law enforcement** agency.

(b) These funds may be expended upon request by the sheriff to the board of county commissioners or by the chief of police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the sheriff's office or police department by the board of county commissioners or the governing body of the municipality.

(c) An agency or organization, other than the seizing agency, that wishes to receive such funds shall apply to the sheriff or chief of police for an appropriation and its application shall be accompanied by a written certification that the moneys will be used for an authorized purpose. Such requests for expenditures shall include a statement describing anticipated recurring costs for the agency for subsequent fiscal years. An agency or organization that receives money pursuant to this subsection shall provide an accounting for such moneys and shall furnish the same reports as an agency of the county or municipality that receives public funds. Such funds may be expended in accordance with the following procedures:

1. Such funds may be used only for school resource officer, crime prevention, safe neighborhood, drug abuse education, or drug prevention programs or such other **Law enforcement** purposes as the board of county commissioners or governing body of the municipality deems appropriate.

2. Such funds shall not be a source of revenue to meet normal operating needs of the **Law enforcement** agency.

3. After July 1, 1992, and during every fiscal year thereafter, any local **Law enforcement** agency that acquires at least $15,000 pursuant to the Florida Contraband Forfeiture Act within a fiscal year must expend or donate no less than 15 percent of such proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program(s). The local **Law enforcement** agency has the discretion to determine which program(s) will receive the designated proceeds.

Notwithstanding the drug abuse education, drug treatment, drug prevention, crime prevention, safe neighborhood, or school resource officer minimum expenditures or donations, the sheriff and the board of county commissioners or the chief of police and the governing body of the municipality may agree to expend or donate such funds over a period of years if the expenditure or donation of such minimum amount in any given fiscal year would exceed the needs of the county or municipality for such program(s). Nothing in this section precludes the expenditure or donation of forfeiture proceeds in excess of the minimum amounts established herein.

(6) If the seizing agency is a state agency, all remaining proceeds shall be deposited into the General Revenue fund. However, if the seizing agency is:

(a) The Department of **Law enforcement**, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the

Forfeiture and Investigative Support **trust** fund as provided in s. 943.362 or into the department's Federal **Law enforcement trust** fund as provided in s. 943.365, as applicable.

(b) The Department of Environmental Protection, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the Internal Improvement **trust** fund.

(c) The Division of Alcoholic Beverages and Tobacco, the proceeds accrued pursuant to the Florida Contraband Forfeiture Act shall be deposited into the Alcoholic Beverage and Tobacco **trust** fund or into the department's Federal **Law enforcement trust** fund as provided in s. 561.027, as applicable.

(d) The Department of Highway Safety and Motor Vehicles, the proceeds accrued pursuant to the Florida Contraband Forfeiture Act shall be deposited into the Department of Highway Safety and Motor Vehicles **Law enforcement trust** fund as provided in s. 932.705(1)(a) or into the department's Federal **Law enforcement trust** fund as provided in s. 932.705(1)(b), as applicable.

(e) The Fish and Wildlife Conservation Commission, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the State Game **trust** fund as provided in ss. 372.73, 372.9901, and 372.9904, into the Marine Resources Conservation **trust** fund as provided in s. 370.061, or into the commission's Federal **Law enforcement trust** fund as provided in s. 372.107, as applicable.

(f) A state attorney's office acting within its judicial circuit, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the State Attorney's Forfeiture and Investigative Support **trust** fund to be used for the investigation of crime and prosecution of criminals within the judicial circuit.

(g) A school board security agency employing **Law enforcement** officers, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the School Board **Law enforcement trust** fund.

(h) One of the State University System police departments acting within the jurisdiction of its employing state university, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into that state university's special **Law enforcement trust** fund.

(i) The Department of Agriculture and Consumer Services, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the Agricultural **Law enforcement trust** fund or into the department's Federal **Law enforcement trust** fund as provided in s. 570.205, as applicable.

(j) The Department of Military Affairs, the proceeds accrued from federal forfeiture sharing pursuant to 21 U.S.C. ss. 881(e)(1)(A) and (3), 18 U.S.C. s. 981(e)(2), and 19 U.S.C. s. 1616a shall be deposited into the Armory Board **trust** fund and used for purposes authorized by such federal provisions based on the department's budgetary

authority or into the department's Federal **Law enforcement trust** fund as provided in s. 250.175, as applicable.

(k) The Department of Transportation, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the State Transportation **trust** fund to be used for purposes of drug interdiction or into the department's Federal **Law enforcement trust** fund as provided in s. 339.082, as applicable.

(l) The Medicaid Fraud Control Unit of the Department of Legal Affairs, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the Department of Legal Affairs Grants and Donations **trust** fund to be used for investigation and prosecution of Medicaid fraud, abuse, neglect, and other related cases by the Medicaid Fraud Control Unit.

(m) The Division of State Fire Marshal in the Department of Financial Services, the proceeds accrued under the Florida Contraband Forfeiture Act shall be deposited into the Insurance Regulatory **trust** fund to be used for the purposes of arson suppression, arson investigation, and the funding of anti-arson rewards.

(n) The Division of Insurance Fraud of the Department of Financial Services, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the Insurance Regulatory **trust** fund as provided in s. 626.9893 or into the Department of Financial Services' Federal Equitable Sharing **trust** fund as provided in s. 17.43, as applicable.

(7) If more than one **Law enforcement** agency is acting substantially to effect the forfeiture, the court having jurisdiction over the forfeiture proceedings shall, upon motion, equitably distribute all proceeds and other property among the seizing agencies.

(8) Upon the sale of any motor vehicle, vessel, aircraft, real property, or other property requiring a title, the appropriate agency shall issue a title certificate to the purchaser. Upon the request of any **Law enforcement** agency which elects to retain titled property after forfeiture, the appropriate state agency shall issue a title certificate for such property to said **Law enforcement** agency.

(9) Neither the **Law enforcement** agency nor the entity having budgetary control over the **Law enforcement** agency shall anticipate future forfeitures or proceeds therefrom in the adoption and approval of the budget for the **Law enforcement** agency.

Agenda Item

3b

REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

NOTE: Regular City Commission meetings are held on the 2nd and 4th Thursdays of the month at 6:00 p.m. This request form, together with any attachments or backup material that that would help the Commission to better consider your request, should be submitted to the City Clerk's office ***no later than 4:00 p.m. on the Friday prior to the next regularly scheduled Thursday City Commission meeting.*** Meeting dates are subject to change. Please verify the closing date for agenda items with the Clerk's office.

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

Palatka Police Department, Chief Gary Getchell

Name of Individual making presentation or request, if different:

GARY GETCHELL, CHIEF OF POLICE

Address: *110 NORTH 11TH STREET*

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

Requested meeting date for Agenda Item: **5/12/2011**

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

Subject Matter you wish to address: Respectfully request the Commission approve and authorize the Mayor and Chief of Police to sign the annual Palatka Housing Authority – Palatka Police Department Agreement for the Provision of Supplemental Police Services.

Refer to attached document.

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: **May 4, 2011**

To: **City Commission via Betsy Driggers, City Clerk**

From: **Gary S. Getchell, Chief of Police**

Subject: **Request to approve and sign PHA Agreement**

The Police Department is requesting the City Commission approve and authorize the Mayor and Chief of Police sign the annual Palatka Housing Authority (PHA) and Palatka Police Department Agreement for the Provision of Supplemental Police Services. PHA will reimburse the City for services at the average rate of $21 per hour per officer in a total amount not to exceed $15,000. The term of this Agreement is for twelve months with the option to renew.

Please see the attached Agreement.

Cc;

PALATKA HOUSING AUTHORITY – PALATKA POLICE DEPARTMENT AGREEMENT FOR THE PROVISION OF SUPPLEMENTAL POLICE SERVICES

This Agreement, made and entered into this _____ day of _____ 2011 by and between the Palatka Housing Authority (hereinafter called the "Authority") and the City of Palatka (hereinafter called the "City") is for the provision of specific police services associated with the Authority's crime reduction program.

WHEREAS, The Authority desires to contract with the City for additional police services to create a drug- and crime-free environment and to provide for the safety and protection of the residents in the public housing developments; and

WHEREAS, the City and the Palatka Police Department (hereinafter called the "Department") desire to assist in the effort by providing effective police services at the Authority locations;

NOW, THEREFORE, the Authority and the City agree as follows:

ARTICLE I – SERVICES PROVIDED BY THE DEPARTMENT

1. The Department agrees that the services rendered by the Assigned Personnel (police) under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing development, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article V, Plan of Operations.

The duties and extent of services of the Assigned Personnel shall include, but shall not be limited to:

A. The Department will provide the number of police officers necessary to perform specialized patrols to enforce all state and local laws and the Housing Authority Rules specified in this contract. Sworn officers shall at all times remain part of, subject to and in direct relationship with the Police Department's chain of command and under police department rules, regulations and standard operating procedures.

B. The Department agrees to assign police officers to targeted area during specific periods of time as identified by the Authority and the Department as high crime or high workload periods to maintain a police patrol presence.

C. The Department will employ a community policing concept and the Department's personnel whose primary responsibility is to develop and maintain

communications with residents will assist in developing or enhancing crime prevention programs in the public housing community.

D. The Department agrees to collect and provide workload data in the public housing development.

E. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witness in the Authority's administrative grievance procedure, civil dispossessory hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member of a resident's household, or any guest of a resident or household member.

F. Without limiting any of the foregoing, the Department agrees that with respect to the services to be performed by any police personnel in accordance with the Contract, the appropriate police department representative will meet with resident leadership and management representatives of the Authority for the purposes of reviewing the enforcement and prevention efforts and planing for the future changes or modifications anticipated by this contract. These meetings shall occur at least quarterly.

G. The Department agrees that a policy manual exists to regulate police officers' conduct and activities; all police officers have been provided a copy of the policy manual; the Department has a signed receipt from each officer that he/she has received and understands the contents of the manual; and personnel have been trained on the regulations and orders within the manual.

H. The Department agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Agreement.

I. The Department will provide training on community relations and interpersonal communications skills to the extent possible.

J. The Department agrees to provide, criminal background checks of proposed applicants for public housing. This information will be provided in a manner consistent with all applicable National Crime Information Center or State laws and regulations.

K. The Department shall designate an officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Authority, or the Director's designate.

The Administrative Liaison Officer will perform the following duties:

1. Coordinate the dissemination and processing of police and security reports, provide supervisory assistance, and coordinate in resolving problems or in carrying out the provisions of the Agreement;

2. Establish and maintain an ongoing line of communication with other police personnel;

3. Prepare progress reports and evaluations of services requested and provided under this agreement for review by the Executive Director and Police Chief.

4. Initiate and monitor ongoing lines of communication with resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders.

5. Establish a clearly defined process for reporting non-emergency criminal activities.

L. The Department will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the Department shall be responsible for the compensation of the officers and all employee benefits, as well as any injury to officers, their property, or the Department's property while on the Authority's property.

M. The Assigned Personnel shall possess maintain any State-mandated Certification.

N. The Department shall indemnify and hold harmless the Palatka Housing Authority and its employees from and against all claims for personal injury or property damage that may result from the performance or non-performance of Assigned Personnel.

ARTICLE II- SERVICES PROVIDED BY THE AUTHORITY

1. The Authority shall reserve the right to a reasonable request that the Department replace any assigned officer for the following conduct by the officer;

A. Neglect or non-performance of duties;

B. Disorderly conduct, use of abusive or offensive language, or fighting;

C. Criminal action;

D. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment.

E. Inadequate punctuality or attendance.

F. Substantiated complaints from public housing residents or management.

2. The Authority will provide the Department with a Public Housing Activity Form for assigned officers to complete. These forms are not to replace police reports utilized by the Department, and are subject to approval by the Department.

3. The Authority will provide the Department with applicable Authority rules and regulations governing Authority residents.

ARTICLE III – ENFORCEMENT OF RULES REGULATIONS

1. The Department, through its police officers, is hereby empowered to enforce the following;

A. Unauthorized visitors in unoccupied structures of the Authority shall be removed.

B. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.

C. Unauthorized visitors destroying, defacing or removing Authority property shall be subject to criminal enforcement actions.

With regard to the foregoing rules and regulations, the Department's officers are hereby authorized to give any criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, when appropriate.

2. The Department, through its police officers, or in conjunction with the Department of Parking and Traffic, is hereby empowered to enforce the following Authority rule regulation:

"The tenant and any visitors to Authority property and premises shall refrain from, and shall cause their households to refrain from, parking vehicles in any area other than parking areas designated by Authority management."

With regard to the foregoing rule or regulation, the Department's officers are hereby authorized to have removed any and all vehicles found parked in violation of said rule or regulation, pursuant to established Department procedure for removing vehicles.

3. The Department, through its police officers, is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda agreed to by both parties in writing.

4. Nothing herein contained shall be constructed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.

ARTICLE IV – COMMUNICATIONS, REPORTING EVALUATION

1. Communications. The City agrees that the Authority will have unrestricted access to all public information which in any way deals with criminal activity in any of the Authority's communities. It is further agreed that the Department will provide to the Authority copies of incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments, so long as the information and or reports do not compromise ongoing investigations. The release of Department information shall be governed by the Florida Freedom of Information Act.

Existing procedures, if in effect, are included as an Addendum to this Agreement.

2. Reporting

A. Forms: The Department will require all Assigned Personnel (police officers) to complete a daily log provided by the Authority at the conclusion of each shift and forward the original report to the Authority's designee. This report will include, but not be limited to, data as follows:

1. Hours worked: foot, bicycle, motorized, other
2. Calls, requests to service
3. Referrals to City/ Housing Authority/ agencies
4. Suspicious persons – name and description
5. Vehicles abandoned/towed/stolen
6. Drug paraphernalia confiscated/found
7. Arrests/citations of both residents and outsiders to include, age, sex, and ethnicity
8. Property recovered/stolen
9. Counseling of residents and visitors
10. Broken lights/sidewalks
11. Graffiti
12. Conflict resolution; e.g., resolved apparent or actual conflict between two or more people

13. Vehicle license number of suspicious persons

14. Weapons violations/seized.

B. Media Coordination: The Department will relay to the Executive Director, or his/her designee, information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation: The Department and the Authority agree that any evaluation shall include:

1. Hours worked by police officers for:

   a. Foot patrol

   b. Bicycle patrol

   c. Motorized patrol

   d. Other (tactical)

2. Response times to targeted communities by Department-paid officers and Authority-paid officers by Priority I (emergency), and Priority II (non-emergency)

3. Arrests (to include drug violations)

4. Vehicles towed

5. Positive contacts

6. Referrals

7. Trespassers removed

8. All UCR or NIBRS Reports

9. Calls for service

10. Weapons seized

11. Property stolen/recovered

12. Community feedback

D. It is further agreed that the Department will provide comparable crime

information for the City as a whole to facilitate the evaluation to include what proportion of activities city wide occur on Authority property.

ARTICLE V – PLAN OF OPERATIONS

1. The Department and the Authority shall specify the manner and method of performance by which each of the services identified is to be administered. The plan of operations will minimally specify the following:

A. Service goals and minimum performance criteria (e.g., a definition of what is to be achieved and the expected benefits or outcomes that will be derived);

B. Staffing levels: two patrol officers

C. Hours of operation: not to exceed four (4) hours per day as determined by the Authority and Administrative Liaison Officer.

D. Days of operations: Not to exceed four (4) days each week as agreed upon by the Authority and Administrative Liaison Officer.

2. The plan of operations will be prepared for review and acceptance within five (5) days from the date of execution of this Agreement by both parties. It is understood that the Authority may request reasonable modification to the initial plan of operations as it deems appropriate. The Authority must approve the plan in order for payment to begin.

3. If during the term of this Agreement either party desires to amend the scope of the Plan of Operations, either party may request such an amendment via written notification. The Executive Director of the Authority and/or the Chief of Police shall provide final determinations regarding the establishment of an amendment to the plan of operations.

ARTICLE VI – TERM OF AGREEMENT

The term of this Agreement shall be for twelve (12) months beginning on _____, 2011 and ending on _____, 2011 with the option to be renewed annually.

ARTICLE VII – COMPENSATION OF THE DEPARTMENT

1. All compensation to the city will be made on a cost approval basis. The Authority will reimburse the City for services specified in this Agreement at the average rate of $21.00 per hour per officer in a total amount not to exceed $15,000 in the term of this Agreement.

2. The Authority shall reimburse the City on a bi-weekly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures.

3. The Department shall provide the following documentation in requesting reimbursement:

A. Copies of payroll time reports certified to by the Department documenting names, employee identification, hours worked in public housing developments, and supervisory approval of the report.

4. All requests for payment are subject to the approval of the Executive Director, or his/her designee, and the Authority shall thereafter make payment of the approved amount within five (5) days of receipt of the request for payment

ARTICLE VIII- TERMINATION

1. Either party may terminate this Agreement without cause upon the provision of thirty (30) days written notice to the other. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in this Agreement.

2. The City shall be paid for all services provided prior to termination of this Agreement.

3. Any notices required pursuant to the terms of this Agreement shall be construed in accordance with the laws of the State of Florida.

Authority:
Executive Director
Palatka Housing Authority
400 N. 15th
P.O. Box 1277
Palatka, FL 32178

City:
Chief of Police
Palatka Police Department
110 11th St.
Palatka, FL 32177

ARTICLE IX – CONSTRUCTION OF LAWS

This Agreement is made and entered into by the Palatka Housing Authority and the City of Palatka. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of Florida.

ARTICLE X – ENTIRE CONTRACT

This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written provisions. The Agreement may be modified only by a written agreement signed by the parties hereto.

ARTICLE XI – MISCELLANEOUS

1. The captions and headings of any of the various sections or paragraphs of this Agreement are for convenience only and not to be construed as confining or limiting in any way the scope or intent of a provision hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine, and neuter shall be freely interchangeable.

2. The enforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

PALATKA HOUSING AUTHORITY

BY _____
John Nelson Jr., Executive Director

CITY OF PALATKA

BY _____
Mayor

BY _____
Chief of Police

Attest:

_____
City Clerk

Agenda Item

3c

REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

NOTE: Regular City Commission meetings are held on the 2nd and 4th Thursdays of the month at 6:00 p.m. This request form, together with any attachments or backup material that that would help the Commission to better consider your request, should be submitted to the City Clerk's office ***no later than 4:00 p.m. on the Friday prior to the next regularly scheduled Thursday City Commission meeting.*** Meeting dates are subject to change. Please verify the closing date for agenda items with the Clerk's office.

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

Palatka Police Department, Chief Gary Getchell

Name of Individual making presentation or request, if different:

GARY GETCHELL, CHIEF OF POLICE

Address: *110 NORTH 11TH STREET*

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

Requested meeting date for Agenda Item: **5/12/2011**

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

Subject Matter you wish to address: Respectfully request the Commission approve the Contract for Services between the Palatka Police Department in partnership with the PAL Panther Summer Youth Camp and the Putnam County Parks and Recreation. Please see attached contract.

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 ACCOMM0DATIONS.

Palatka Police Department
110 North 11th Street

Memorandum

Date: **May 4, 2011**

To: **City Commission via Betsy Driggers, City Clerk**

From: **Gary S. Getchell, Chief of Police**

Subject: **PAL Summer Youth Camp Contract for Services**

In an effort to provide a summer youth camp this year the Police Department would like the City Commission to approve the attached contract for services between the PAL Summer Youth Camp and the Putnam County Parks and Recreation. Under the agreement, PAL would provide funding up to but not exceed $20,480 to the Putnam County Parks and Recreation for the employment services of the summer counselors. The contract would run from June 20th through August 12th 2011.

Please see the attached contract.

Cc;

CONTRACT FOR SERVICES
Between the Palatka Police Department

In Association with
the Palatka Panthers Summer Youth Camp
And Putnam County Parks and Recreation

In consideration of the mutual promises set forth hereunder, the sufficiency of which is hereby acknowledged, The Putnam County Parks and Recreation and The Palatka Panther Summer Youth Camp in partnership with The Palatka Police Department agree to the following:
The above listed parties hereby agree to the conditions set forth in this contract as follows: THE PALATKA POLICE DEPARTMENT in partnership with THE PALATKA POLICE ATHLETIC LEAGUE'S PANTHER SUMMER YOUTH CAMP hereby agrees to tender payment up to but not to exceed the amount of: **$20,480.00** (Twenty Thousand Four Hundred Eighty Dollars) to THE PUTNAM COUNTY PARKS AND RECREATION for providing the below listed services during the Panther Summer Youth Camp held June 20th through August 12th, 2011.

PALATKA PANTHER SUMMER YOUTH CAMP in partnership with THE PALATKA POLICE DEPARTMENT agrees to provide funding up to but not to exceed the amount of $20,480.00 to the Putnam County Parks and Recreation for the employment services of eight (8) contractual employees at a rate of $8.00 (eight dollars per hour, not to include benefits) throughout the summer program. Services will be for an eight week period, Monday through Friday eight hours a day. The term of this Contract shall be from June 20th through August 12th 2011, unless validly terminated before as provided in this Contract.

PUTNAM COUNTY PARKS AND RECREATION agrees to provide eight (8) Contractual employees to serve as Camp Counselors at a rate of $8.00 (eight dollars per hour, not to include benefits) to the Panther Summer Youth Camp. Services will be for an eight week period, Monday through Friday eight hours a day. The employees will be responsible for monitoring youth from ages 6-14 during activities and field trips. Obligations during time of employment can be described as but are not limited to: providing the youth with life skills, arts and crafts, tutorial sessions via computer stations, organized recreational activities, and ensuring a safe environment for all youth while at camp.

This agreement may be terminated as follows: by failure of either party to abide by the above agreed actions, or for convenience by either party with thirty (30) days notice to the other party. If terminated as provided herein, THE PUTNAM COUNTY PARKS AND RECREATION shall be entitled to paid the appropriate pro rata amount for the counselors up to the point of termination.

If any legal action or proceeding, including any arbitration of disputes, arising out of, or relating to,

the General Contract is brought by either party the prevailing party as determined by the Court or Arbitrator, shall be entitled to receive from the non-prevailing party, in addition to any other relief that may be granted, reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party.

This Agreement is entered into on this 3 day of May, 2011, in the City of Palatka, the County of Putnam, and the State of Florida.

PALATKA PANTHER SUMMER YOUTH CAMP, in Partnership with, The Palatka Police Department, A Partnership

Signature: _____

Print: _____

PUTNAM COUNTY PARKS AND RECREATION, A Partnership

Signature: Theresa E Yagecic

Print: Theresa Yagecic

RELEASE

THE PALATKA POLICE DEPARTMENT and THE PALATKA POLICE ATHLETIC LEAGUE'S PANTHER SUMMER YOUTH CAMP hereby release THE PUTNAM COUNTY PARKS AND RECREATION, its employees, agents and/or members from any and all liability of any kind for any loss, damage or injury to persons or property, arising out of or associated with the operation of the Panther summer youth Camp. THE PALATKA POLICE DEPARTMENT AND THE PALATKA POLICE ATHLETIC LEAGUES'S PANTHER SUMMER YOUTH CAMP further agree to hold harmless, defend and indemnify THE PUTNAM COUNTY PARKS AND RECREATION against all claims, losses, damages, injuries or liability, including death, that may be sustained by the employees, or to any children, while participating in physical activity, or while on or upon the premises where the event is being conducted, including cost and attorney fees arising out of their organizations participation in the Panther Summer Youth Camp program.

Palatka Police Department Representative — Date
Palatka Panther Summer Youth Camp

T Yagecic

Putnam County Parks and Recreation — May 3, 2011
Date

Agenda Item

4

RESOLUTION NO. 9 - 01

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST TO AN AGREEMENT FOR MAINTENANCE OF PORTIONS OF RIGHT OF WAY ALONG SR15, SR20 AND SR100 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Florida Department of Transportation desires to renew an agreement with the City of Palatka to perform certain maintenance of state roads in order to improve the aesthetic appearance of the City; and

WHEREAS, the City of Palatka desires to renew an agreement with the Florida Department of Transportation to maintain portions of the right-of-way along SR 15, SR 20 and SR100; and

WHEREAS, the term of this renewal agreement begins July 29, 2011 and ends July 28, 2012.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute and attest, on behalf of the City of Palatka, Florida, an Agreement for Maintenance between the City of Palatka and the Florida Department of Transportation for portions of the right-of-way along SR 15, SR 20 and SR 100, FIN Project No. 41021417297, Contract No BDO01.

PASSED AND ADOPTED this 12th day of May, 2011.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, Florida 32025-5874

ANANTH PRASAD, P.E.
SECRETARY

April 27, 2011

City of Palatka
201 N. 2nd Street
Palatka, Florida 32177

Subject	Contract No:	BDO01
	Description:	Renewal #2
	County:	Putnam

Gentlemen:

Enclosed is the Contract Renewal for the Local Agreement for Maintenance. If you are in agreement with the terms of this renewal, please complete the following.

1. Execute **(sign and seal)** all five **(5)** copies of this contract
2. Attach an original **(signed and sealed)** resolution
3. Sign the enclosed E-verify form (The only individual(s) who are eligible to execute this document are those that have been designated within the Resolution, the same individuals executing the Agreement for Maintenance)
4. Return all executed documents to the address listed below as soon as possible.

   Department of Transportation
   District Maintenance Contracts – MS 2010
   1109 South Marion Avenue
   Lake City, Florida 32025

Upon receipt of the completed documents, the renewal agreement will be executed on behalf of the Department and an original will be returned to you.

Thank you for your cooperation.

Sincerely,

Lizbeth A. Yates
District 2 Maintenance Contracts Administrator

lmb

Enclosures

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT RENEWAL

375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/06

Contract No.: BDO01 Renewal: (1st, 2nd, etc.) 2nd

Financial Project No(s).: 41021417297

County(ies): Putnam

This Agreement made and entered into this ____ day of _____, _____, by and between the State of Florida Department of Transportation, hereinafter called "Department", and City of Palatka _____ hereinafter called "Contractor".
(This date to be entered by DOT only.)

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 29th day of July 2009 entered into an Agreement whereby the Department retained the Contractor to perform the maintenance responsibilities for the State of Florida Highway System in order to maintain the aesthetic appearance of the State Road a identified in Attachment "A" of the original agreement with the City of Palatka _____; and
(This date to be entered by DOT only)

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 29th day of July, 2011 and ending the 28th day of July, 2012 at a cost of $ 51,654.04 .

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

City of Palatka
Name of Contractor

Vernon Myers, Mayor
Contractor Name and Title

BY: _____
Authorized Signature

(SEAL)

ATTEST:

_____
City Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Secretary or Designee (Signature)

Title: Nick Tsengas PE, Director of Operations

Legal: _____

Fiscal: _____
Approval as to Availability of Funds

Contract No: BDO01
Financial Project No(s): 41021417297
Project Description: Local Agreement for Maintenance

Vendor/Consultant acknowledges and agrees to the following:

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

Company/Firm: City of Palatka
Authorized Signature: _____
Title: _____
Date: _____

ATTACHMENT "A"

CITY OF PALATKA
MAINTENANCE LOCATIONS

STATE ROAD NUMBER	LIMITS
15	FROM Farmers Market TO Carter Road
20	FROM S.R. 19 TO Reid Street
100	FROM S.R. 19 TO S.R. 15 (U.S. 17)

Contract No.: BD091
Financial Project No.: 41021417297
County: Putnam

AGREEMENT FOR MAINTENANCE

THIS AGREEMENT, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, a component Agency of the State of Florida, and the CITY OF PALATKA hereinafter called the "CITY", effective as of the date executed by the DEPARTMENT.

WITNESSETH:

WHEREAS, as part of its maintenance responsibilities for the STATE OF FLORIDA HIGHWAY SYSTEM, the DEPARTMENT has been maintaining the existing limits of the state highways identified in Attachment "A" and made a part hereof; and

WHEREAS, the CITY desires to maintain portions of the state roads identified in Attachment "A" in order to improve the aesthetic appearance of the CITY; and

WHEREAS, the entire lengths of the above-mentioned state highways are within or adjacent to the corporate limits of the CITY; and

WHEREAS, the CITY, by Resolution No. 8-57 dated 7-9-09, attached hereto and made a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits each to flow to the other, the parties covenant and agree as follows:

1. The CITY shall appoint a representative for the administration of this Agreement. The CITY representative will be the "contact" for the DEPARTMENT's local Maintenance Engineer and/or his/her representative concerning all aspects of this Agreement, including communications with the public and/or political officials. The CITY shall be responsible for maintenance of all landscaped and/or turfed areas within DEPARTMENT right-of-way having limits identified in Attachment "A" . The CITY shall be responsible for the maintenance of traffic during all operations covered by this Agreement, in accordance with Part VI of the Manual on Uniform Traffic Control Devices and the current Roadway and Bridge Design Standards and any other applicable standards. For the purpose of this Agreement, unless otherwise noted in Attachment "A", the locations to be maintained by the CITY shall be maintained to a minimum standard so as to meet the Maintenance Rating Program's (MRP) desired rating of 80. Should any item of maintenance fall below the desired rating, the CITY agrees to immediately concentrate efforts and to bring the deficient item up to a minimum MRP rating

of 80. The CITY will not be responsible for a below 80 rating if the cause and effect is not due to neglect by the CITY.

2. The CITY shall, within the right-of-ways identified in Attachment "A", accomplish the following during the term of this Agreement:

A. Routinely mow, cut and/or trim the grass or turf (includes total greenscape) in accordance with State of Florida "Guide for Roadside Mowing" (1990) and any amendments thereto.

B. Properly prune all plants which includes:

(1) Routinely trimming trees

(2) Routinely pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right of way

C. Routinely remove dead, diseased or otherwise deteriorated plants.

D. Routinely keep litter removed from the right-of-way.

E. Routinely remove and dispose of all trimmings, roots, litter, etc. resulting from the activities described herein.

F. Routinely edge and sweep any excess grass from sidewalks, curbs and gutters.

G. Routinely sweep roadways, curbs and gutters, valley gutters, intersections and barrier wall gutters.

3. The CITY and the DEPARTMENT shall be responsible jointly for clean-up, removal and disposal of debris from DEPARTMENT right-of-ways described by Attachment "A", or subsequent amended limits mutually agreed to in writing by both parties, following a natural disaster (i.e. hurricane, tornadoes, etc.).

4. To the extent permitted by law, the CITY covenants and agrees that it will indemnify and hold harmless DEPARTMENT and all of DEPARTMENT's officers, agents and employees, from any claim, loss, damage, cost or charge of expense arising out of any act, action, neglect or omission by CITY during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which DEPARTMENT or said parties may be subject, except that neither CITY nor any of its agents or contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of DEPARTMENT or any of its officers, agents or employees.

5. If, at any time after the CITY has assumed the landscaping installation and/or maintenance responsibility above-mentioned, it shall come to the attention of the DEPARTMENT's District Secretary that the right-of-ways identified in Attachment "A" or a part thereof is not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the CITY, to place said CITY on notice thereof. Thereafter, the CITY shall have a period of thirty (30) calendar

days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may, at its option, proceed as follows:

A. Undertake the correction of said deficiencies and maintain the subject right of ways as required by this Agreement, with DEPARTMENT or a contractor's personnel and equipment, and invoice the CITY for all reasonably incurred costs and expenses related thereto, all of which the CITY hereby agrees to pay immediately; and/or

B. Terminate the CITY's right to perform hereunder, and undertake with its own forces or retain the services of a contractor to complete required performance under this Agreement and recover from the CITY all of the DEPARTMENT's reasonably incurred costs and expenses related to said completion; and/or

C. As to any additional landscaping that may have been added to the subject right of ways, the DEPARTMENT may elect to remove same and to restore affected areas to their preexisting condition and invoice the CITY for the reasonable cost of such removal and restoration, all of which shall be immediately paid by the CITY; and/or

D. The DEPARTMENT may offset all sums due it under this Agreement against any payments that may be due or come due to the CITY under this or other maintenance agreements with the DEPARTMENT. If said funds are not sufficient to reimburse the DEPARTMENT, the CITY shall pay any deficiency to the DEPARTMENT immediately upon invoicing.

6. It is understood between the parties that all areas and landscaping covered by this Agreement may be deleted, removed, relocated, or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet the future criteria or planning of the DEPARTMENT, in which event the payments provided for in paragraph 7 shall be subject to adjustment.

7. The DEPARTMENT agrees to pay to the CITY quarterly (each three month period following a notice to proceed) compensation for the cost of maintenance as described under items (2) A through (2) G of this Agreement. The lump sum payment will be in the amount of $ 12,913.51 per quarter for a total sum of $ 51,654.04 per year. In the event this Agreement is terminated as established by items five (5) or eight (8) herein, payment will be prorated for the quarter in which termination occurs.

8. This Agreement or part thereof is subject to termination under any one of the following conditions:

A. In the event the DEPARTMENT exercises the option identified in items five (5) and fifteen (15) of this Agreement.

B. Upon thirty (30) days written notice and upon mutual agreement of the parties.

9. The initial term of this Agreement shall be for a period of one (1) year, commencing on the date a written notice to proceed is issued to the CITY by the DEPARTMENT's District Maintenance Engineer. It is understood that, at the end of the initial one year period, this Agreement may be

renewed for no more than two (2) one (1) year renewal periods. Renewals shall be made at the discretion of the DEPARTMENT and agreed to in writing by the CITY.

10. In the event this Agreement extends beyond the DEPARTMENT's current fiscal year, the CITY and DEPARTMENT mutually agree that performance and payment during subsequent fiscal periods is contingent upon funds being appropriated, allocated, or otherwise made available by the legislature.

Therefore, Section 339.135(6)(a), Florida Statutes (1995), is applicable to this Agreement which states as follows: - The DEPARTMENT, during any fiscal year, may 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 shall be null and void, and no money shall be paid thereon. 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 a period exceeding one (1) year, but any contract so made shall be executory only for the succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT in excess of $25,000.00 and having a term for a period of more than one (1) year.

11. The CITY shall not have authority to add any landscaping to any of the DEPARTMENT's right-of-ways without first making written application to the DEPARTMENT and receiving written approval from the DEPARTMENT pursuant to the terms of this paragraph 11. All requests and approvals shall be deemed to have been made and given in agreement with and subject to the conditions set forth below:

A. Plans for any new landscaping shall be subject to prior written approval by the DEPARTMENT's local Maintenance Engineer. The CITY shall not change or deviate from said approved plans without prior written approval from the Maintenance Engineer.

B. All landscaping shall be developed and implemented in accordance with appropriate state safety and road design standards.

C. The CITY agrees to complete, execute and comply with all applicable joint application, insurance forms and permitting requirements of the DEPARTMENT related to construction and maintenance of additional landscaping on the DEPARTMENT's right-of-ways.

D. The CITY agrees that it shall not be entitled to receive nor shall the DEPARTMENT be required to pay any additional payments due to any additional landscaping that may be added pursuant to this provision, including, but not limited to, any increase in the cost incurred by the CITY to install, maintain, or remove the added landscaping during the term of this Agreement, and any renewal thereof, and/or subsequent to this Agreement's termination for any reason.

E. The CITY agrees to be solely responsible for the installation, continuing maintenance and/or any removal and or restoration of any approved additional landscaping, without cost to the

DEPARTMENT, pursuant to the requirements and standards established by this Agreement, during the term of this Agreement and as it may be later renewed and for such additional period, upon the expiration or termination of this Agreement, as said additional landscaping remains on the DEPARTMENT's right-of-way. This Agreement being deemed to survive its expiration and/or termination as to any additional landscaping added pursuant to this paragraph 11.

12. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other prior agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

13. This Agreement is nontransferable and nonassignable in whole or in part without the written consent of the DEPARTMENT.

14. This Agreement, shall be governed by, and construed according to the laws of the State of Florida.

15. Contractual Services - In the event this contract is for a contractual service as defined by Section 287.012, Florida Statutes (1996), the following provisions shall also apply:

A. Pursuant to the requirements of Section 287.058, Florida Statutes (1996):

(1) The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this contract. Failure by the Contractor to grant such public access shall be grounds for immediate cancellation of this contract by the Department.

(2) 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, and bills for travel expenses specifically authorized by this contract shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes.

B. Pursuant to the requirements of Section 287.133(3)(a) and (2)(a), Florida Statutes (1996):
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes (1996), for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

16. A Vendor Ombudsman has been established with the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline, 1-800-848-3792.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed as of the Executed/Agreement Effective Date stated below.

CITY OF PALATKA

By: Karl N. Flagg

Title: Karl N. Flagg
Mayor

ATTEST: Betty J Douglas (SEAL)
CLERK

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary

ATTEST: Lisa Lambert (SEAL)
Executive Secretary

Executed/Agreement Effective Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

FOR DEPARTMENT USE ONLY

APPROVED AS TO FORM AND LEGALITY:

_____ 7-28-09
Attorney, Department of Transportation DATE

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.

April 18, 2011

Mr. Michael L. Hall
Maintenance Contracts Manager
FDOT – St. Augustine Maintenance
3600 DOT Road
St. Augustine FL 32084

RE: Renewal of contract No. BDO01
Fin Project # 41021417297 – Putnam Local Maintenance Agreement

Dear Mr. Hall:

Per your letter of April 13, please be advised that the City of Palatka wishes to renew the above referenced Maintenance Agreement for portions of right of way along SR15, SR20 and SR100 for an additional year.

Once we receive your renewal package we will place a resolution on our Commission agenda for adoption, and will return all executed copies to you.

Sincerely,

Betsy J. Driggers

Betsy Jordan Driggers
City Clerk

BJD/s

Cc: Woody Boynton, City Manager
Jeff Norton, Parks & Cemeteries Supt.
Ed Chandler, Streets & Sanitation

Florida Department of Transportation

RICK SCOTT
GOVERNOR

St. Augustine Maintenance Office
3600 DOT Road
St. Augustine, FL 32084

OFFICE OF THE
SECRETARY

April 13, 2011

City of Palatka
Attn: Betsy Jordan Driggers, City Clerk
201 N. 2nd Street
Palatka, FL 32177

RE: Renewal of contract BDO01

Gentlemen:

Your contract is approaching the end of its second year. Please respond with a letter on your company's letterhead stating your intentions regarding the renewal of your contract for an additional year.

Please send an original copy of the letter to:

Ben Bright
Florida Department of Transportation
3600 DOT Road
St. Augustine, FL 32084

If you have questions about this process, please call me at (904) 825-5089.

Sincerely,

Ben Bright

Ben Bright, P.E.
Maintenance Contracts Engineer

Agenda Item

5

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:

John Lyon

Address: 309 St. Johns Ave e-mail johnl@steamboatbar.com

Daytime Phone 325-8624 Other ph. 937-4578 Fax _____

Requested meeting date: 3/12/11 *Meeting date assigned:* _____
(For Clerk's Office Use Only)

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

Subject Matter you wish to address: Alcohol Ordinance amendment

(attach additional sheet if necessary)

Commission Action Requested, if any: Extend Alcohol sales until 2am on Monday

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.

Betsy

Current ordinance

Sec. 10-4. Hours when sale prohibited; half-hour closing period.
It shall be unlawful for any person to sell, consume, serve, or permit to be served or consumed, any alcoholic beverages, except as otherwise listed herein, at any licensed premises except between and during the following hours:
(a) Monday through Saturday, from 7:00 a.m. until 2:00 a.m. the following morning.
(b) Sunday, from 1:00 p.m. until 12:00 midnight.
(c) New Year's Eve, if falling on a day Monday through Saturday, from 7:00 a.m. until 4:00 a.m. the following morning.
(d) New Year's Eve, if falling on a Sunday, from 1:00 p.m. until 4:00 a.m. the following morning.
Exception: Any licensee for on-premise consumption shall have a period of 30 minutes, from the time sales of alcoholic beverages are required under this section to cease, during which consumption of alcoholic beverages may continue and within which to clear his licensed place of business of all customers and persons, but in no event shall alcoholic beverages be sold in such licensed premises after the time sales of alcoholic beverages are required under this section to cease.
(Ord. No. 05-07, § I, 2-10-2005)

Sec. 10-5. Premises of licensees to be closed during designated hours; exceptions.
A licensed premises for on-premises consumption shall be and remain securely closed between the hours of 12:30 a.m. and 7:00 a.m. Monday, 2:30 a.m. and 7:00 a.m. Tuesday through Saturday, 2:30 a.m. and 1:00 p.m. Sunday, and between the hours of 4:30 a.m. and 7:00 a.m. or 1:00 p.m. (as applicable) on New Year's Day, and no person shall be permitted therein for any purpose whatsoever during such closed period, except regular employees of the licensee may be permitted therein for the purpose of cleaning up the premises only; provided that any person engaged primarily in a business other than that of licensed premises for on-premises consumption of alcoholic beverages on the same premises shall be allowed to keep open that portion of the premises not devoted to or used for the sale of alcoholic beverages for on-premises consumption upon securely screening all alcoholic beverages upon the premises from public view.
(Ord. No. 05-07, § I, 2-10-2005)

Proposed changes

Sec. 10-4. Hours when sale prohibited; half-hour closing period.
It shall be unlawful for any person to sell, consume, serve, or permit to be served or consumed, any alcoholic beverages, except as otherwise listed herein, at any licensed premises except between and during the following hours:
(a) Monday through Saturday, from 7:00 a.m. until 2:00 a.m. the following morning.
(b) Sunday, from 1:00 p.m. until 2:00 a.m. the following morning.
(c) New Year's Eve, if falling on a day Monday through Saturday, from 7:00 a.m. until 4:00 a.m. the following morning.

(d) New Year's Eve, if falling on a Sunday, from 1:00 p.m. until 4:00 a.m. the following morning.
Exception: Any licensee for on-premise consumption shall have a period of 30 minutes, from the time sales of alcoholic beverages are required under this section to cease, during which consumption of alcoholic beverages may continue and within which to clear his licensed place of business of all customers and persons, but in no event shall alcoholic beverages be sold in such licensed premises after the time sales of alcoholic beverages are required under this section to cease.
(Ord. No. 05-07, § I, 2-10-2005)

Sec. 10-5. Premises of licensees to be closed during designated hours; exceptions.
A licensed premises for on-premises consumption shall be and remain securely closed between the hours of 2:30 a.m. and 7:00 a.m. Monday through Saturday, 2:30 a.m. and 1:00 p.m. Sunday, and between the hours of 4:30 a.m. and 7:00 a.m. or 1:00 p.m. (as applicable) on New Year's Day, and no person shall be permitted therein for any purpose whatsoever during such closed period, except regular employees of the licensee may be permitted therein for the purpose of cleaning up the premises only; provided that any person engaged primarily in a business other than that of licensed premises for on-premises consumption of alcoholic beverages on the same premises shall be allowed to keep open that portion of the premises not devoted to or used for the sale of alcoholic beverages for on-premises consumption upon securely screening all alcoholic beverages upon the premises from public view.
(Ord. No. 05-07, § I, 2-10-2005)