

KARL N. FLAGG  
MAYOR - COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

LEGRA KITCHENS  
COMMISSIONER

VERNON MYERS  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



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.*

## AGENDA CITY OF PALATKA October 14, 2010

### CALL TO ORDER:

- a. Invocation – Brother Nicol Fecteau, Chaplain, Putnam County Jail
- b. Pledge of Allegiance
- c. Roll Call

### APPROVAL OF MINUTES – 9/23/10

### 1. PUBLIC RECOGNITION/PRESENTATIONS:

- a. PROCLAMATION – Breast Cancer Awareness Month – October, 2010
- b. PRESENTATION OF DONATION – Putnam County Historical Society – Sam Deputy

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

### 3. CONSENT AGENDA:

- \*a. **Accept FEMA Grant HMPG #DR-1785-43-R in the amount of \$21,756** for engineering design of St. Johns Avenue-Oak Street Drainage Improvements Phase I (7<sup>th</sup> Street Area) per City Manager's Recommendation
- \*b. **Accept FEMA Grant HMPG #1840-6-R in the amount of \$21,375** for engineering design of St. Johns Avenue/15<sup>th</sup> Street Drainage Improvements Phase I, per City Manager's recommendation
- \*c. **Accept Poseidone, LLC as contractor** to refurbish/renovate water taxis per results of RFQ (sole submission) contingent upon negotiation of acceptable contract, per City Manager's Recommendation
- \*d. **Accept Banana Bay Tour Company, Inc.** as vendor to operate a water taxi service per results of RFQ (sole submission), contingent upon negotiation of acceptable contract, per City Manager's recommendation
- \*e. **Authorize transmittal of Draft Agreement with Banana Bay Tour Company, Inc.** (for the operation of the City of Palatka Water Taxi Service) to FDOT and FHWA for review and concurrence, per City Manger's recommendation
- \*f. **Authorize transmittal of Draft Contract with Poseidone, LLC** (to refurbish/renovate water taxis) to FDOT and FHWA for review and concurrence, per City Manger's recommendation
- \*g. **Accept resignation of Phil Leary from the Palatka Planning Board effective** October 31, 2010.
- \*h. **Accept resignation of Randy Braddy from the Palatka Planning Board effective** immediately.

### \*\* 4. COMMUNITY REDEVELOPMENT AGENCY BUSINESS:

- a. **ACCEPT CRA RECOMMENDATIONS** as follows (CRA meeting held 10/14/10):
  1. Approve a South Historic District TIF Funds Transfer in the amount of \$21,000.00 to reallocate additional funds for the SHD TIF Home Improvement Program;
  2. Approve the Main Street Board request to approve a Building Improvement Grant in the amount of \$10,512.00 to fund the Elks Lodge Roof Repairs, per Building Improvement Grant Guidelines
  3. Approve Request from Downtown Palatka, Inc./Main Street to allocate up to \$15,000.00 from CBD-TIF Funds for the Palatka Azalea Festival
  4. Approve CBD TIF allocation of up to \$10,000.00 to fund electrical and water upgrades to the Putnam County Courthouse Parking Lot

201 N. 2ND STREET • PALATKA, FLORIDA 32177

**AGENDA - CITY OF PALATKA**  
**October 14, 2010**  
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- \* 5. **PLANNING BOARD APPOINTMENTS** – Interview applicants for two (2) at-large positions:
  - a. Joseph Michael Petrucci
  - b. Joe Pickens
  - c. Clem Saccareccia
  - d. Leota D. Wilkinson*Appointments to be made October 28, 2010*
- \* 6. **RESOLUTION** requesting a waiver in permit fees from St. Johns River Water Management District - Adopt
- \* 7. **RESOLUTION** authorizing the Mayor and City Clerk to execute and attest a joint participation agreement with FDOT for REDI program funding for security and disaster preparedness improvements at the Palatka Municipal Airport - Adopt
- \* 8. **RESOLUTION** authorizing the Mayor and City Clerk to execute and attest a joint participation agreement with FDOT for the construction of Taxiway B drainage, apron rehabilitation, an equipment building, and all construction related services at the Palatka Municipal Airport - Adopt
- \* 9. **RESOLUTION** supporting policies that encourage healthier lifestyles - Adopt
- \* 10. **ORDINANCE** amending Chapter 94 of the Code of Ordinances to allow sidewalk displays for businesses in the Central Business District – 1<sup>st</sup> Reading
- \* 11. **ORDINANCE** amending Chapter 78 of the Code of Ordinances pertaining to Business Tax Receipts to levy a tax on all insurance companies doing business in the City, regardless of their permanent location – 1<sup>st</sup> reading
- \* 12. **ORDINANCE** repealing Ordinance #87-14 (Chapter 38 of the Code of Ordinances) and adopting the City of Palatka Flood Prevention Ordinance – 1<sup>st</sup> Reading
- 13. **ADMINISTRATIVE REPORTS**
  - \*a. **R. C. Willis Water Treatment Plant Upgrades** – Melvin Register, WTP Supt.
  - \*b. **Holiday Meeting Schedule** – City Clerk
- 14. **COMMISSIONER COMMENTS**
- 15. **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:**

October 15 – Brevi Bus Ceremony – Memorial Drive  
October 30 – Halloween Trick-or-Treat 6 pm – 8 pm  
November 11 – City Offices closed for Veterans' Day  
November 18 & 19 – FLC Legislative Conference in Orlando  
November 25 & 26 – City Offices closed for Thanksgiving Holiday  
December (TBD) – City Offices closed for Christmas Holiday  
December 31, 2010 – City Offices closed for New Year's Holiday  
January 3, 2010, 7:30 p.m. – Oath of Office Ceremony

**Board Openings:**

Planning Board (Nov. 2010)	2 Vacancies (at large)
Code Enforcement Board	1 Vacancy (Gen. Contractor)
Fire Pension Board	1 Vacancy ("5 <sup>th</sup> member")
Tree Committee	1 Vacancy
Historic Preservation Board:	1 alternate/1 w/ Legal Experience

**WHEREAS**, while considerable progress has been made in the fight against breast cancer, it remains the most frequently diagnosed type of non skin cancer and the second leading cause of cancer deaths among women in our country. This year alone, over 200,000 Americans will be diagnosed and nearly 40,000 lives will be claimed. During National Breast Cancer Awareness Month, we reaffirm our commitment to supporting breast cancer research, and to educating all Americans about its risk factors, detecting, and treatment. As we display pink ribbons on our lapels, offices and storefronts, we also support those courageously fighting breast cancer and honor the lives lost to this devastating disease; and

**WHEREAS**, knowing what may contribute to breast cancer is an important part of its prevention. Risk factors for breast cancer include family and personal history, radiation therapy to the chest for previous cancers, obesity, and certain genetic changes. Being cognizant of these possible risk factors, as well as maintaining a healthy body weight and balanced diet, exercising regularly, and getting regular screenings, may help lower the chances of developing breast cancer. I encourage all women and men to talk with their health care provider about their risks and what they can do to mitigate them; and

**WHEREAS**, screenings and early detection are also essential components in the fight against breast cancer. For women ages 40 and over, regular mammograms and clinical breast exams by health care providers every one to two years are the most effective ways to find breast cancer early, when it may be easier to treat. Women at higher risk of breast cancer should discuss with their health care providers whether they need mammograms before age 40, as well as how often to have them. Regular mammograms, followed by timely treatment when breast cancer is diagnosed, can help improve the chances of surviving this disease; and

**WHEREAS**, we recognize all who have joined their loved ones in fighting their battle, as well as the advocates, researchers and health care providers who care and hard work gives hope to those living with breast cancer. By educating ourselves and supporting innovative research, we will improve the quality of life for all Americans affected by breast cancer and, one day, defeat this terrible disease.

**NOW, THEREFORE, I**, Karl N. Flagg, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, hereby endorse, declare and designate the Month of October, 2010 as

### **NATIONAL BREAST CANCER AWARENESS MONTH**

And October 15, 2010 as

### **NATIONAL MAMMOGRAPHY DAY**

in the City of Palatka, and hereby encourage the citizens of Palatka to observe the day with appropriate programs and activities designed to bring about awareness of the availability of regular mammograms as a method of early breast cancer detection.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 14<sup>th</sup> day of October, in the Year of Our Lord Two Thousand Ten.

**Commissioners:**  
**Mary Lawson Brown**  
**Allegra Kitchens**  
**Vernon Myers**  
**James Norwood, Jr.**

**PALATKA CITY COMMISSION**

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**By: Karl N. Flagg, Mayor**

*Agenda  
Item*

*3a*

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

*City of Palatka*  
*Office of the City Manager*

**To:** City Commission, Mayor Flagg  
**From:** Woody Boynton, City Manager   
**Date:** October 7, 2010  
**RE:** St. Johns Avenue / South 7<sup>th</sup> Street Drainage Improvements

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Attached is a FEMA grant award in the amount of \$21,756 for engineering design of drainage improvements on St. Johns Avenue in the area of South 7<sup>th</sup> Street. The grant award includes a City match of 43% or \$16,344. However, the City has already expended approximately \$12,000 in preliminary design and survey costs; the actual new cost to the City is approximately \$4,000. If approved, this grant will allow the City to move forward with the engineering design of a new stormwater management system on St. Johns Ave from approximately 8<sup>th</sup> Street to 7<sup>th</sup> Street and south along 7<sup>th</sup> Street to Oak Street. During most rain events this area experiences a high volume of water that floods the St. Johns Avenue commercial area between 8<sup>th</sup> and 7<sup>th</sup> Streets. This project will provide additional stormwater inlets on St. Johns Avenue and piping to connect to the existing system at Reid and 7<sup>th</sup> Street.

This project has been in the works for at least three years; the money was initially frozen by FEMA and was only recently released. The business owners in this area have been requesting this project and are supportive of the project.

Once the engineering is completed, the project will need to be resubmitted to FEMA for approval and hopefully the release of construction monies to complete the project. I have attached the award letter for review; the entire grant award agreement can be reviewed at City Hall.

The City's cost-share will be appropriated from the Better Place Fund. We are recommending approval of the grant award.

U.S. Department of Homeland Security  
FEMA Region IV  
3093 Chamblee Tucker Road  
Atlanta, GA 30341



**FEMA**

August 24, 2010

Mr. David Halstead, Director  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

Attention: Mr. Miles Anderson

Reference: Hazard Mitigation Grant Program (HMGP) DR-1785-43-R, City of Palatka, Oak Street and St. Johns Avenue, Drainage – Phase I

Dear Mr. Halstead:

We are pleased to inform you that the subject project has been approved for pre-award cost of \$38,100 with a Federal share of \$21,756 and a non-federal share of \$16,344. The following is the approved Scope of Work (SOW) for the above-referenced project.

**This project is a Phase I engineering design and analysis, surveying and environmental permitting, that will involve the installation of new drainage structures and pipes that have been sized to reduce the duration and elevation of the floodwaters. When completed, it will provide protection to Oak Street and St. Johns Avenue areas that historically experience frequent flooding in the City of Palatka. The project will alleviate flooding for up to 10-year storm events. The Period of Performance (POP) for this project is one (1) year from the date of this correspondence.**

The City of Palatka shall deliver to the Federal Emergency Management Agency (FEMA) through the State of Florida Division of Emergency Management (FDEM) for review and comment the results of each of the following project studies:

1. Engineering design and analysis, surveying, Hydrologic and Hydraulic Studies, preparation of construction plans and bid documents
2. Cost estimates to implement the designed project
3. Benefit-cost analysis required to determine cost effectiveness eligibility of the proposed project

The State HMGP Administrative Plan defines the procedure whereby the Governor's Authorized Representative (GAR) may advance portions of the approved Federal share to the subgrantee. Upon

completion of the HMGP project, the subgrantee's closeout reimbursement for the final Federal share of eligible project costs must be submitted to the Regional Director for review and determination.

Quarterly progress reports for the HMGP projects are required. Please include this HMGP project in your future quarterly reports. Note that 44 CFR 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions.

Section 206.438(d) of 44 CFR requires the GAR to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement."

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP subgrantee SOW may have to be reviewed by all State and Federal agencies participating in the NEPA process.

The State (grantee) must obtain prior approval from FEMA before implementing changes to the approved project SOW. According to the Uniform Administrative Requirements for grants and cooperative agreements to State and Local Governments:

- For construction projects, the grantee must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)].
- A change in the scope of work must be approved by FEMA in advance regardless of the budget implications.
- The grantee must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the POP must be submitted to FEMA 60 days prior to the expiration date.
- The grantee must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarified in 44 CFR 206.191.

The obligation report is included for your records. Management and Environmental reports are available in NEMIS. The obligated funds are available for withdrawal from Smartlink on sub-account number 1785DRFLP00000005.

If you have any questions, please contact Gabriela Vigo at (229) 225-4546.

Sincerely,



Clayton E. Saucier, Chief  
Hazard Mitigation Assistance Branch  
Mitigation Division

Enclosure

08/23/2010  
11:58

FEDERAL EMERGENCY MANAGEMENT AGENCY  
HAZARD MITIGATION GRANTS PROGRAM  
Obligation Report w/ Signatures

HMGP-08-02

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
1785	43-R	1	73	1	45	FL	Statewide

Subgrantee: Palatka  
Subgrantee FIPS Code: 107-53875

Project Title : City of Palatka, Putnam County, Oak Street & Johns Ave, Drainage

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation	Project Amount	Grantee Admin Est	Subgrantee Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
\$21,756	\$21,756	\$0	\$0	\$21,756	\$0	\$0	\$21,756	08/23/2010	Accept	2010

Comments

Date: 08/23/2010 User Id: GVIGO

Comment: Obligation for Phase I of drainage project for City of Palatka

Date: 08/23/2010 User Id: DBURKETT

Comment: Amendment #1 initial funding for 1785-0010, City of Palatka, Drainage Phase I Approved HMO

Authorization

Preparer Name: GABRIELA VIGO

Preparation Date: 08/23/2010

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 08/23/2010

  
\_\_\_\_\_  
Authorizing Official Signature

CHIEF, HMO BRANCH  
\_\_\_\_\_  
Authorizing Official Title

8-23-10  
\_\_\_\_\_  
Authorization Date

\_\_\_\_\_  
Authorizing Official Signature

\_\_\_\_\_  
Authorizing Official Title

\_\_\_\_\_  
Authorization Date

*Agenda  
Item*

*36*

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

*City of Palatka*  
*Office of the City Manager*

**To:** City Commission, Mayor Flagg  
**From:** Woody Boynton, City Manager  
**Date:** October 7, 2010  
**RE:** St. Johns Avenue / South 15<sup>th</sup> Street Drainage Improvements



---

Attached is a FEMA grant award in the amount of \$21,375 for engineering design of drainage improvements on St. Johns Avenue in the area of South 15<sup>th</sup> Street. The grant award includes a City match of 25% or \$7,125. If approved, this grant will allow the City to move forward with the engineering design of a new stormwater management system on St. Johns Ave from approximately 17<sup>th</sup> Street to 15<sup>th</sup> Street and south along 15<sup>th</sup> Street to Oak Street. During most rain events this area experiences a high volume of water that floods the Oak and Laurel areas between 14<sup>th</sup> and 15<sup>th</sup> Streets. This project will provide additional stormwater inlets on St. Johns Avenue and piping to connect to the existing system at Oak and 15<sup>th</sup> Street.

Once the engineering is completed, the project will need to be resubmitted to FEMA for approval and hopefully the release of construction monies to complete the project. I have attached the award letter for review; the entire grant award agreement can be reviewed at City Hall.

The City's cost-share will be appropriated from the Better Place Fund. We are recommending approval of the grant award.

U.S. Department of Homeland Security  
FEMA Region IV  
3003 Chamblee Tucker Road  
Atlanta, GA 30341



**FEMA**

September 29, 2010

Mr. David Halstead, Director  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

Attention: Mr. Miles Anderson

Reference: **Hazard Mitigation Grant Program (HMGP) Project #1840-6-R, Putnam County, City of Palatka, St. Johns Avenue, Drainage – Phase I**

Dear Mr. Halstead:

We are pleased to inform you that the subject project has been approved for \$28,500, including a pre-award cost of \$3,000, with a Federal share of \$21,375 and a non-federal share of \$7,125. The following is the approved Scope of Work (SOW) for the above-referenced project.

**This project is a Phase I engineering design and analysis, surveying and environmental permitting, that is necessary to implement a drainage improvement project that, when completed, will involve the installation of a storm water collection system on Saint Johns Avenue to collect and convey storm water in a closed pipe system. The project also includes construction of a new trunk sewer and collection system on 16th Street, which will parallel the existing system on 15th Street. The project will eliminate or reduce flooding for up to a 10-year storm event. The Period of Performance (POP) for this project is one (1) year from the date of this correspondence.**

The City of Palatka shall deliver the following documents to the Federal Emergency Management Agency (FEMA) through the State of Florida Division of Emergency Management (FDEM):

1. Engineering design and analysis, surveying, Hydrologic and Hydraulic Studies, preparation of construction plans and bid documents
2. Cost estimate and construction timeline to implement the designed project
3. Benefit-cost analysis required to determine cost effectiveness eligibility of the proposed project

The State HMGP Administrative Plan defines the procedure whereby the Governor's Authorized Representative (GAR) may advance portions of the approved Federal share to the subgrantee. Upon completion of the HMGP project, the subgrantee's closeout reimbursement for the final Federal share of eligible project costs must be submitted to the Regional Director for review and determination.

Quarterly progress reports for the HMGP projects are required. Please include this HMGP project in your future quarterly reports. Note that 44 CFR 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions.

Section 206.438(d) of 44 CFR requires the GAR to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement."

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP subgrantee SOW may have to be reviewed by all State and Federal agencies participating in the NEPA process.

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- A change in the scope of work must be approved by FEMA in advance regardless of the budget implications.
- The grantee must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the POP must be submitted to FEMA 60 days prior to the expiration date.
- The grantee must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarified in 44 CFR 206.191.

The obligation report is included for your records. The obligated funds are available for withdrawal from **Smartlink** on sub-account number 1840DRFLP00000005.

If you have any questions, please contact Gabriela Vigo at (229) 225-4546.

Sincerely,



Clayton E. Saucier, Chief  
Hazard Mitigation Assistance Branch  
Mitigation Division

Enclosure



*Agenda  
Item*

*3c*

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

*City of Palatka*  
*Office of the City Manager*

**To:** City Commission, Mayor Flagg  
**From:** Woody Boynton, City Manager   
**Date:** October 7, 2010  
**RE:** Request for Proposals – Refurbish/Renovate Riverboats

---

In July 2010, the City advertised for Request for Proposals for contractors to refurbish/renovate the riverboats the City received from Broward County. On August 20<sup>th</sup>, one submission was received from Poseidone, LLC of Tavares, FL. Their proposal was reviewed and was found to meet the minimum requirements of the proposal.

Their proposal is attached and we are requesting concurrence on their selection.

**City of Palatka  
Request for Qualifications  
Refurbish/Renovate Riverboats**

**Submission Form (S-1)**

**Proposals To Be Received by 2:00 PM, Eastern Time, August 20, 2010  
City Hall, 201 N. 2<sup>nd</sup> Street, Palatka, Florida, 32177**

**IMPORTANT: An Original and four (4) copies are to be submitted.**

**Please complete the following:**

**Legal Name of Proposer:** POSEIDONE, LLC

**Address:** 3801 STATE ROAD 19, TAVARES, FL 32778

**Telephone Number:** 352-253-1400

**Fax Number: —Contact Person:** 352-253-1402 - ROBBIE CUNNINGHAM

**Signature:**



**Name of Signer:** ROBBIE CUNNINGHAM

**Note: Failure to use these response sheets may disqualify your submission.**

**Non-Collusion Affidavit**

State of FLORIDA County of LAKE

ROBERT H. CUNNINGHAM being first duly sworn deposes and says that:

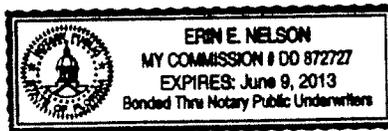
- (1) He/She is the PRESIDENT of POSEIDONE, LLC, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit a collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Palatka or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): \_\_\_\_\_  
Title: PRESIDENT

Subscribed and sworn to before me this 19th day of August 2009

Erin E. Nelson  
Notary Public

My Commission expires:



---

**Submission to Renovate/Repair Riverboats**

Poseidone, LLC – Trident Pontoons  
3801 State Road 19  
Tavares, FL 32778

Robbie Cunningham  
352-253-1400  
352-408-6351  
tridentpontoons@gmail.com

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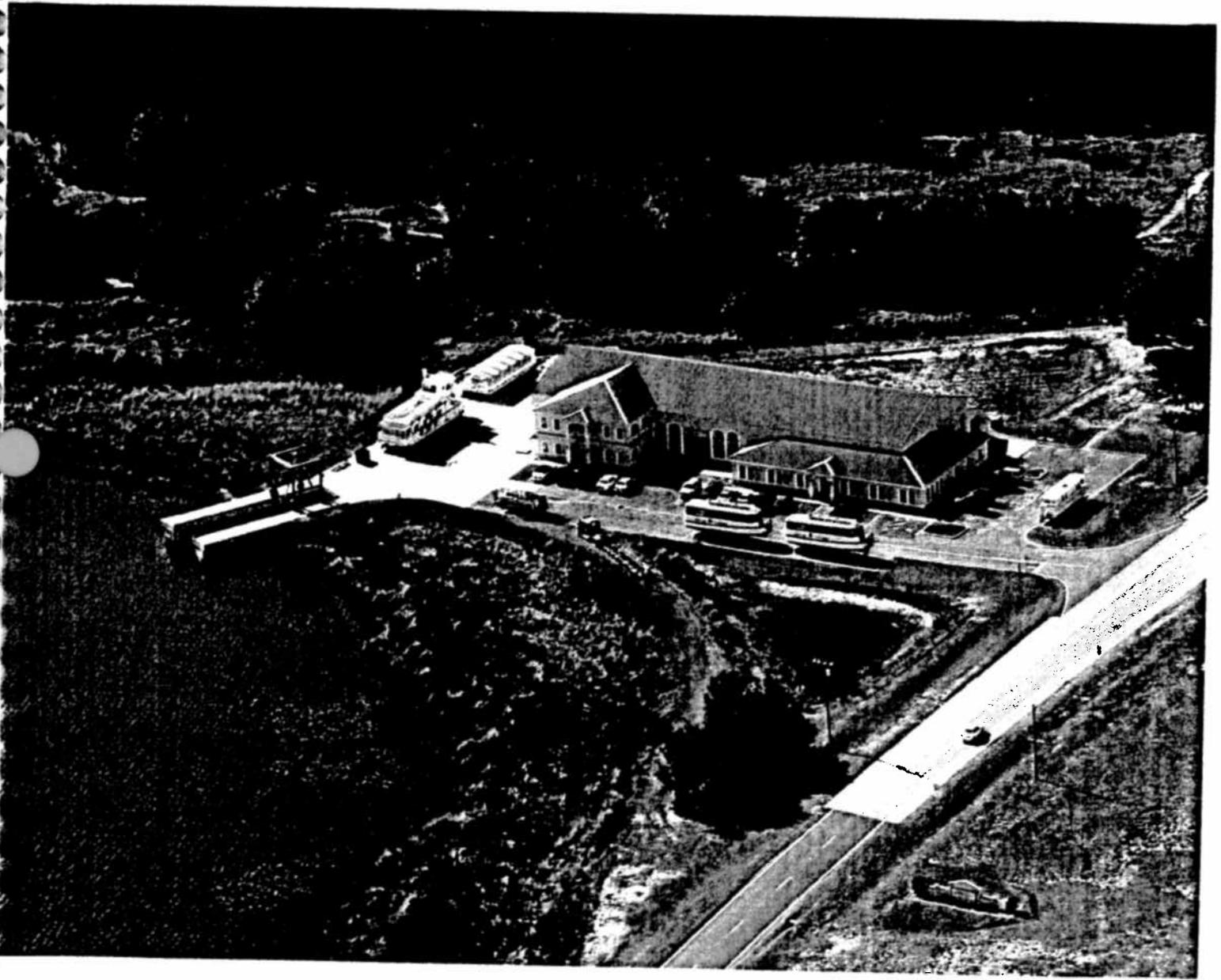


# Poseidone, LLC - Trident Pontoons

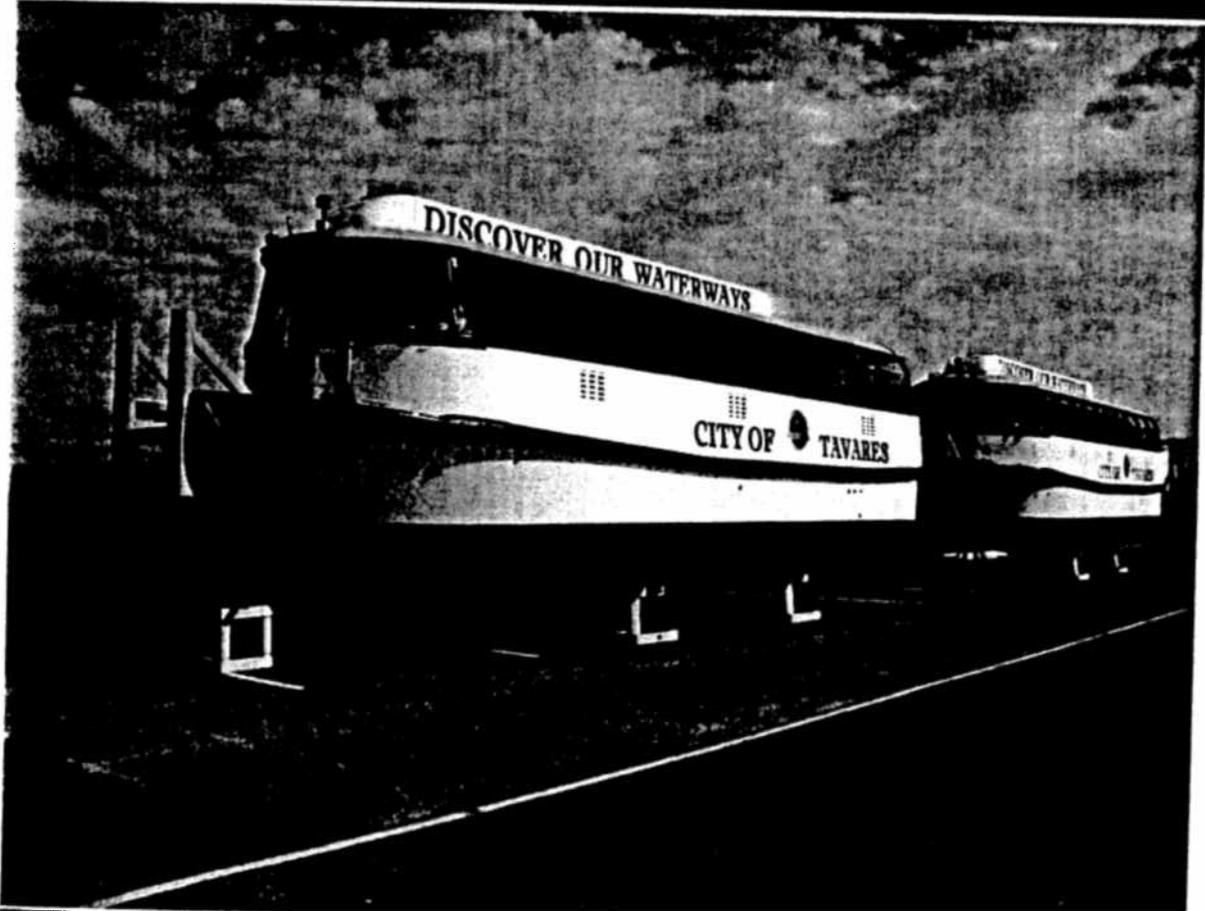
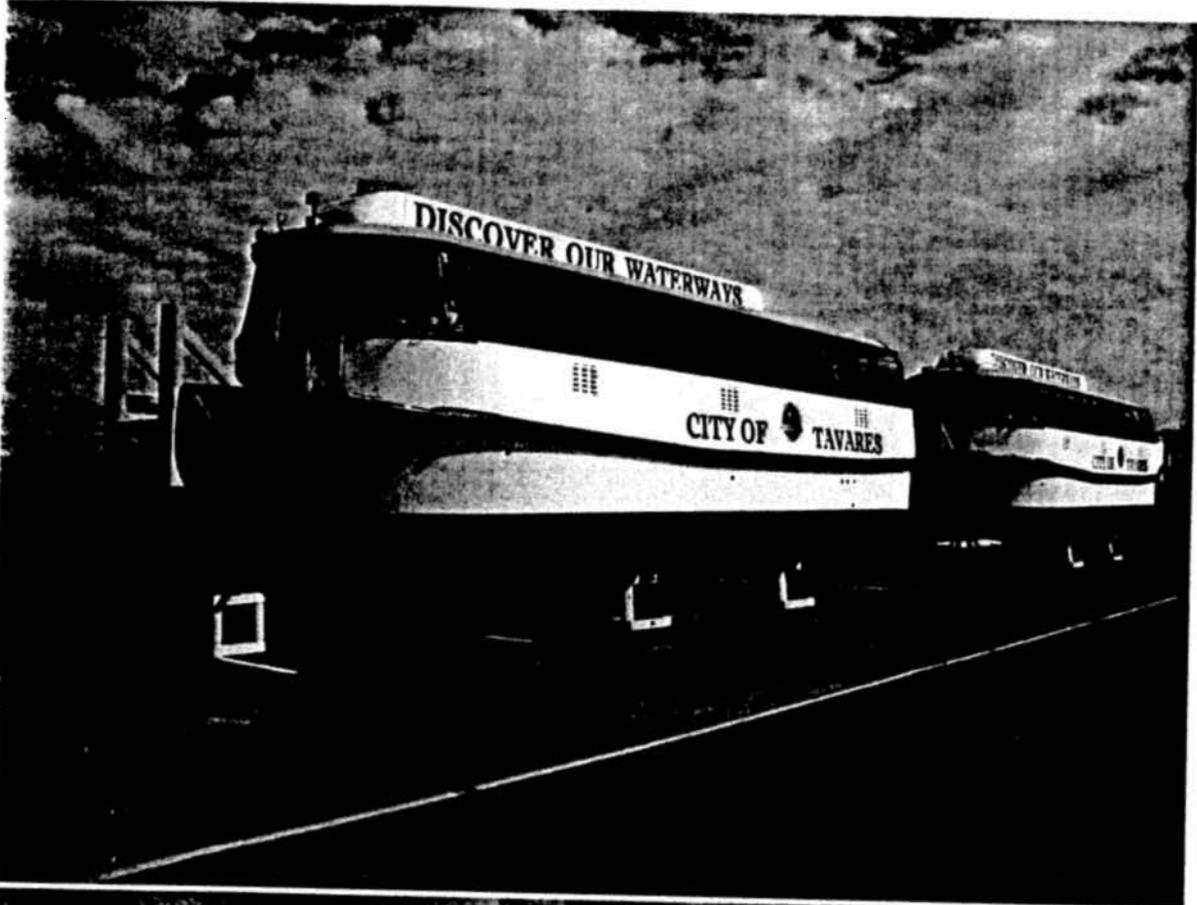
3801 State Road 19, Tavares, Florida 32778 Tel. 352-253-1400/1401 Fax. 352-253-1402

**Qualifications  
to  
Renovate and Repair Riverboats  
for the  
City of Palatka**

**Poseidone, LLC - Trident Pontoons**



Poseidone, LLC - Trident Pontoons



## **Poseidone, LLC - Trident Pontoons**

### **Scope of Qualifications**

#### **5.1 Letter of Interest**

As stated in our introduction, Trident Pontoons has been building U.S. Coast Guard certified vessels for over a decade. Trident Pontoons has a direct interest in refurbishing and recertifying the vessels presently owned by the City of Palatka. Trident Pontoons is one of the few boat builders nationwide specializing in building and refurbishing Coast Guard certified vessels.

#### **5.2 Name and address of Proposer and location of the office the work is to be performed**

Poseidone, LLC - Trident Pontoons, 3801 State Road 19, Tavares, FL 332778

#### **5.3 Following is a listing of examples of relevant experience and qualifications for the requested services:**

- a. Our company has constructed and repowered a number of hybrid vessels to a straight power configuration. One such vessel was built for Cape Canaveral Seashore, another for Pacific Adventure Cruises in Marina del Ray, California, two for Bob Niel's Miami River Tours, and several which were exported to Italy.\*
- b. Trident Pontoons has refurbished two canal boats for the City of Tavares. These vessels currently operate on Lake Dora. Photos of these vessels are attached to this document.\*
- c. Trident Pontoons has extensive experience in all of the work items detailed in the attached specifications. Our specialized staff excel in mechanical propulsion, engine and drives, fuel and exhaust systems, hull renovations, interior refurbishment and design, as well as electrical and marine plumbing facilities.
- d. Our company has produced and refurbished well over two hundred vessels which required this criterion.
- e. Trident Pontoons has built a number of vessels which meet ADA requirements for bathrooms, aisle widths and ingress/egress. Specifically vessels for the City of New Smyrna Beach, The City of Jacksonville, State of Alabama, City of Rome, Georgia, Erie Canal Cruises, and others.\*
- f. Over ninety percent of Trident vessels are manufactured, restored or refurbished boats that are certified and documented by the U.S. Coast Guard.

\*See attached information sheet listing contact information and actual project costs.

#### **5.4 Key Personnel to be assigned for these services and condensed resume:**

- a. **Robbie Cunningham**, General Manager  
Administrative, sales, and general oversight of Trident Pontoons, including boat design and liaison with the U.S. Coast Guard.
- b. **Steve Scrooby**, Forman, Marine Sanitation Systems  
Machinest, assembly, general boat building, marine sanitation devices, direct coordination with the U.S. Coast Guard and general personnel oversight.

## **Poseidone, LLC - Trident Pontoons**

- c. **Chad Liebensperger**, Welding, Mechanical and Electrical  
Welding, rigging, mechanical work, electrical systems, assembly, U.S. Coast certified
- d. **Alex Ortiz**, Welding, painting, carpentry, plumbing and electrical systems  
Welding, assembly, boat building, carpentry, plumbing and electrical systems, fiberglass construction and repair.
- e. **Josh Fox**, Fiberglass, welding, painting, carpentry  
Welding, painting, fiberglass construction and repair, general carpentry, and metal fabrication.
- f. **Don Martin**, Electrical, ABYC certified  
Certified marine electrician working under 46 CFR, ABYC certified for AC and DC systems, including air conditioning, pumps and electronics.
- g. **Rhonda Fernandez**, Administration, CADD drawing and design  
General administration, sales coordination, CADD Drawing and design, and public relations.
- h. **Ann Hammond**, Graphics, electrical, rigging, mechanical  
Boat builder, rigging and assembly, mechanical, electrical, and graphics
- i. **Thomas McKittrick**, Fiberglass work, rigging, electrical, and plumbing.
- j. **Leif Detlefsen**, Lay Pittman and Associates, Certified Marine Architect (Associate)

### **5.5 Similar projects completed in the last five years:**

All of the refurbishment and renovations projects listed in "e" of number 5.3 were executed in the last five years and are successfully in operation amongst numerous others.

### **5.6 Recent, Current and Projected Projects**

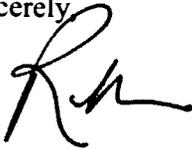
- A. Recent Projects: Trident Pontoons has recently completed vessels for Ray Clarke ("Port St. Lucie Princess"), Jeannie and Doug Little, Niad (Deland, FL), Environmental Learning Center (Holly Dill, Vero Beach, FL), Discover Florida Excursions (Ron Woxberg, "Eagle"), Active Holidays Caribbean (Oral Powell) and Banana Bay Tour Company (Fred Trepper)
- B. Current Projects: Colosimo Tours (Bob Colosimo, Pompano Beach, FL), Tarpon Bay Explorers (Winston Spurgeon, Sanibel Island, FL), Blue Herron Cruises (Gary Randlett, Deland, FL), Black River Safari (Charles Swaby, West Indies).
- C. Projected Projects: Canaveral National Seashore (Laura Henning, New Smyrna Beach, FL), Cabin Bluff (Toby Mohrman, Woodbine, GA), Monmouth County Parks System (Sam Skinner, Howell, NJ ), Landry's Restaurant (Randy Brown, Kemah, TX),

## Poseidone, LLC - Trident Pontoons

### In Closing

The work that Trident Pontoons performs is regulated and under the direct supervision and oversight of the U.S. Coast Guard. Our company looks forward to the opportunity of refurbishing and recertifying the two vessels in question for the City of Palatka. With over a decades experience, we welcome the opportunity to partner with the City of Palatka to realize the refurbishment of the vessels

Sincerely



Robert H. Cunningham  
President  
Poseidone, LLC

## Poseidone, LLC - Trident pontoons

### References

<b>Customer</b>	<b>Project</b>	<b>Cost of Project</b>
Pacific Adventure Cruises Ken Lawrence 13717 Fiji Way Marina del Rey, CA 90292 (310) 505-8413	4012 Hybrid Catamaran New Construction	\$110,00.00
Bob Neil's Miami River Cruises Bob Neil Biscayne Bay, Miami, FL (954) 975-2956	4010 Electric Tour Boats New Construction	\$280,000.00
Electromarine SRL Pepe Strippoli Via Terra Rossa 01010 Loc Verentana, Marta, Italy +39 0761872179	Multiple Boats Electric and Combustion power New and Renovated projects	\$418,000.00
City of Tavares Bill Neron 201 East Main Street Tavares, FL 32778 352-742-6402	Canal Boat Refurbishment	\$180,000.00
City of Rome, GA Ron Sitterding P.O. Box 1433 Rome, GA 30162-1433 (706) 236-4474	4512 Catamaran New Construction	\$140,000.00
State of Alabama Eric Brunden Conservation Lands Division Land - Coastal - Weeks Bay NERR 11300 U.S. Highway 98 Fairhope, AL 36532 (251) 928-9792	4512 Catamaran New Construction	\$225,00.00

## Poseidone, LLC - Trident pontoons

Customer	Project	Cost of Project
City of Jacksonville S.S. Marine Taxi Greg Samuel 3189 Old Port Circle East Jacksonville, FL. 32216 (904) 733-7782	Multiple Vessels New and Refurbished	\$650,000.00
Banana Bay Tour Company Fred Trepper 209 North Industrial Look LaBelle, FL 33935 (863) 675-4090	Multiple Vessels New and Refurbished	\$600,000.00
"C"Larke Marine, LLC Ray Clarke 1582 SE Ballantrae Court Port St. Lucie, FL 34952 (772) 398-9140	3510 Catamaran New Construction	\$ 42,000.00
Cyclear Holding, LLC Jeannie Bell 710 Park Avenue Orange City, FL 32763 (407) 432-9244	3510 Catamaran New Construction	\$ 43,000.00
Environmental Learning Center Holly Dill 255 Live Oak Drive Vero Beach, FL 32963 (772) 589-5050	3010 Catamaran New Construction	\$ 59,000.00
Discover Florida Excursions, Inc. Ron Woxberg 95 Sweet Briar Branch Longwood, FL 32750 (407) 417-1952	Multiple Vessels Refurbished	\$ 80,000.00

\*Project cost amounts are rounded out and approximated.

\*\*Trident pontoons prides itself in providing continued service to our customers after sale and delivery of the vessel. Any and all call back issues are handled promptly by our customer service department.

## Poseidone, LLC - Trident Pontoons

### Scope of Work to be Performed

The City of Palatka is soliciting bids for the repair and refurbishment of two water taxis originally built by Canal Boats, Inc. of Fort Lauderdale.

The vessels are all fiberglass construction.

Dimensions are:

LOA	42.0'
Beam	11.3'
Draft	3.2'
Displacement	47 GRT 37 NRT

The vessels are to be U.S. Coast Guard certified for forty-nine (49) passengers and two (2) crew members, complete with all related safety equipment.

The vessels are to be delivered to Palatka, Florida, fully equipped and U.S. Coast Guard Certified, with certificate of inspection, it is the intent of this request that when delivered, the vessels will be ready to be placed in service for use as passenger vessels without any additional equipment, certifications or other action necessary by the City or it's operator other than registration and fueling.

The vessels are to meet or exceed the following specifications:

#### 1. Mechanical, Propulsion, Engine and Drives:

- A. **Removal-** of existing John Deer Engine, electric powered Blador Rotatinal drive, single station steering, single lever/cable type controls and exhaust system.
- B. **Replacement-** Dual John Deer 4045 TFM75 Tier II 135 hp motors with accessories, #3 flywheel housings, electronic throttles, transition harness 20', control panel main station, start relay and bracket, cleanable air filter, front mounts, oil drain kit, ZF 45 Marine gears, heat exchanger kit included, controls at helm for transmission and throttle, electric shift, batteries, engine to isolator mount, powder coating, bed rails, battery cable and ends, raw water hose, misc. electrical connectors and straps, paint for gears, new prop shaft, cutlass bearings and props.

#### 2. Fuel and Exhaust System:

- A. **Repair or Replace -** Diesel 190 gallon tank, 1/4" marine grade aluminum in accord with ABU6, h24 SEL 24.18. Minimum repair of all parts and connections, inspection ports and all other related anchors or parts.

## Poseidone, LLC - Trident Pontoons

- B. **Replacement-** Exhaust systems, including thru hull fittings, muffler and all necessary hose and pipe to complete the system, engine isolator for mounting, thru hull fitting and strainer for raw water connection to engine

**US Coast Guard certified and stamped.**

### 3. Hull and Construction/Present Condition:

- A. **Present Condition:** Exterior of hulls are in poor condition with several areas of collision damage. Deck equipment was poorly maintained.
- Typical molded, exterior finishes or gel-coat sprayed into molds, layered and rolled fiberglass wood and other reinforced fiberglass and resin, with laminate below water line and at areas of stress.
  - Solid reinforced fiberglass hull with four full length stringers.
  - Exterior surfaces are gel-coated with high gloss urethane enamel.
  - Hull to deck seams are secured with rustproof fasteners.
  - Exterior hulls of boats below water line appear to be in good condition and are vinylester resin for blister protection.
  - Bilges inside hulls are not clean and have not been maintained in good condition. Transoms appear in fair condition.
  - Decks are non-skid fiberglass with nidicore composite; decks and deck hardware are in fair to poor condition.
  - Exterior equipment is made of acceptable marine materials and is of acceptable quality. Doors are in acceptable condition.
  - Railings are welded aluminum.
  - Bilge and machinery access hatches with drains, heavy duty three inch rub railing bolted through gunwale.
  - Six ten inch cleats bolted through gunwale.
  - Vessels have full keels.
  - Cabin is welded marine aluminum frame; powder coated and bolted thru-deck.
  - Molded fiberglass panels on centerline with air conditioning duct.
  - Tempered glass and plexi roof panels with windows all tinted and UV treated.

### 4. Refurbishment Required:

- A. **Refurbishment-**of all the above to meet U.S. Coast Guard approval and certification.

**Itemize cost of repairs and cost of replacements.**

### 5. Interior Furnishings:

- Interior finishes and furnishings are in poor condition.
- Enclosed passenger area of 400 square feet.

## **Poseidone, LLC - Trident Pontoons**

- Operator helm seat with individual chair seating for 70 passengers, aluminum framed and two wheel chair tie down positions

### **6. Repairs Required:**

- A. Complete refurbishing of cabin interior, to include construction and installation of ADA accessible restroom, construction of new aluminum or similar seating to accommodate 49 passengers and two crew, complete with storage for personal flotation devices and related safety gear required by U.S. Coast Guard, including all electrical, mechanical (air conditioning) and plumbing.

### **7. Electrical Systems:**

- Wiring which could be viewed was in less than satisfactory condition it was not orderly.
- Vessels are wired for both DC and AC via shore power and on-board generator.
- Breaker boxes consist of main and other breakers.
- Steering station switches are properly labeled with proper fuses and color coded wiring, all marked to indicate their usage.
- Electrical equipment that was viewable, is marked to indicate manufacture, model volts and amperage.
- 20 amp 120V duplex ground fault interrupters were present.
- 240V AC 60 3 phase electrical panel and 120V AC 1 phase electrical panel.
- AC climate units with electronic controls.

### **8. Repairs Required:**

- A. Repair or replacement of all the above to meet U.S. Coast Guard Approval and certification.

### **9. Fresh Water and Marine Sanitation System**

- ❖ Installation of Fresh Water Tanks and Accessories including Sanitation System to meet U.S. Coast Guard Approval and Certification

### **10. Electrical Equipment and Accessories (including batteries and generator):**

- Navigation and anchor lighting
- Deck lighting, spot light
- Loading light
- Overhead lighting
- Machinery space lighting
- Interior lighting system in satisfactory condition
- Navigational lighting all approved USCG and in accordance with "COLEGS".
- Horizon MST 660 AM/FM radio with stereo speaker system. Not on vessel at time of survey.

## Poseidone, LLC - Trident Pontoons

- Two USCG approved 240V automatic battery charging systems.
- Batteries as required.
- Icom Ic-M45 VHF radio with approved antenna. Not on vessel at time of survey.
- Fireboy Automatic fire extinguishing system.
- Horn 12V direct current operated from helmsman position with labeled switch.
- Generator, model and type to be determined.

### 11. Repairs Required:

- A. Repair or replacement of all the above to meet U.S. Coast Guard approval and certification.

#### Itemize repairs and replacements

### 12. Additional Requirements:

- A. Supply and installation of all required safety equipment U.S. Coast Guard certified.
- B. All testing, including incline experiments or other as required to obtain current certificate of inspection for operation.
- C. All loading ramps and dock lines, anchors and mooring gear.

### 13. Transport:

- A. Transfer of vessels to Palatka, FL following U.S. Coast Guard certification.

### 14. Graphics and Colors:

- A. To be determined by The City of Palatka.



# Banana Bay Tour Company

P.O. Box 2970, La Belle, FL 33975-2970 Tel. 1-239-728-TOUR (8687)

August 26, 2009

RE: Poseidone, LLC - Trident Pontoons

To Whom It May Concern:

Dear sir or madam this letter is written at the request of Robert Cunningham, owner of Poseidone, LLC - Trident Pontoons. Banana Bay Tour Company has had the pleasure of working with Trident Pontoons for nearly a decade. During that time, we have purchased product in excess of \$500,000.00. Mr. Cunningham and his organization have always provided exemplary service, superior products and shown a continued willingness to provide all of our company's needs.

Over the years Poseidone, LLC - Trident Pontoons has furnished our organization with U.S. Coast Guard certified commercial vessels, docks and related marine equipment. We would highly recommend Poseidone, LLC - Trident Pontoons to any customer who is interested in their products. This company's dedication to their workmanship and the high quality of their products is second to none.

Please do not hesitate to contact us should you require any further information.

Sincerely,

Fred Trepper  
Banana Bay Tour Company

# Graham Trucking Lines, Inc.

3145 North Highway 301

P.O. Box 25

Coleman, FL 33521

(352) 748-6066 • Fax (352) 748-7938

August 26, 2009

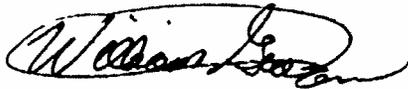
To Whom It May Concern:

Graham Trucking Lines, Inc. has experienced a working relationship with Poseidone, LLC for the past several years. In our capacity as vendors and customers, we have always enjoyed an excellent working relationship with Robbie Cunningham and his staff. Their professional approach and quality workmanship demonstrates the great pride this company takes in its business relationships.

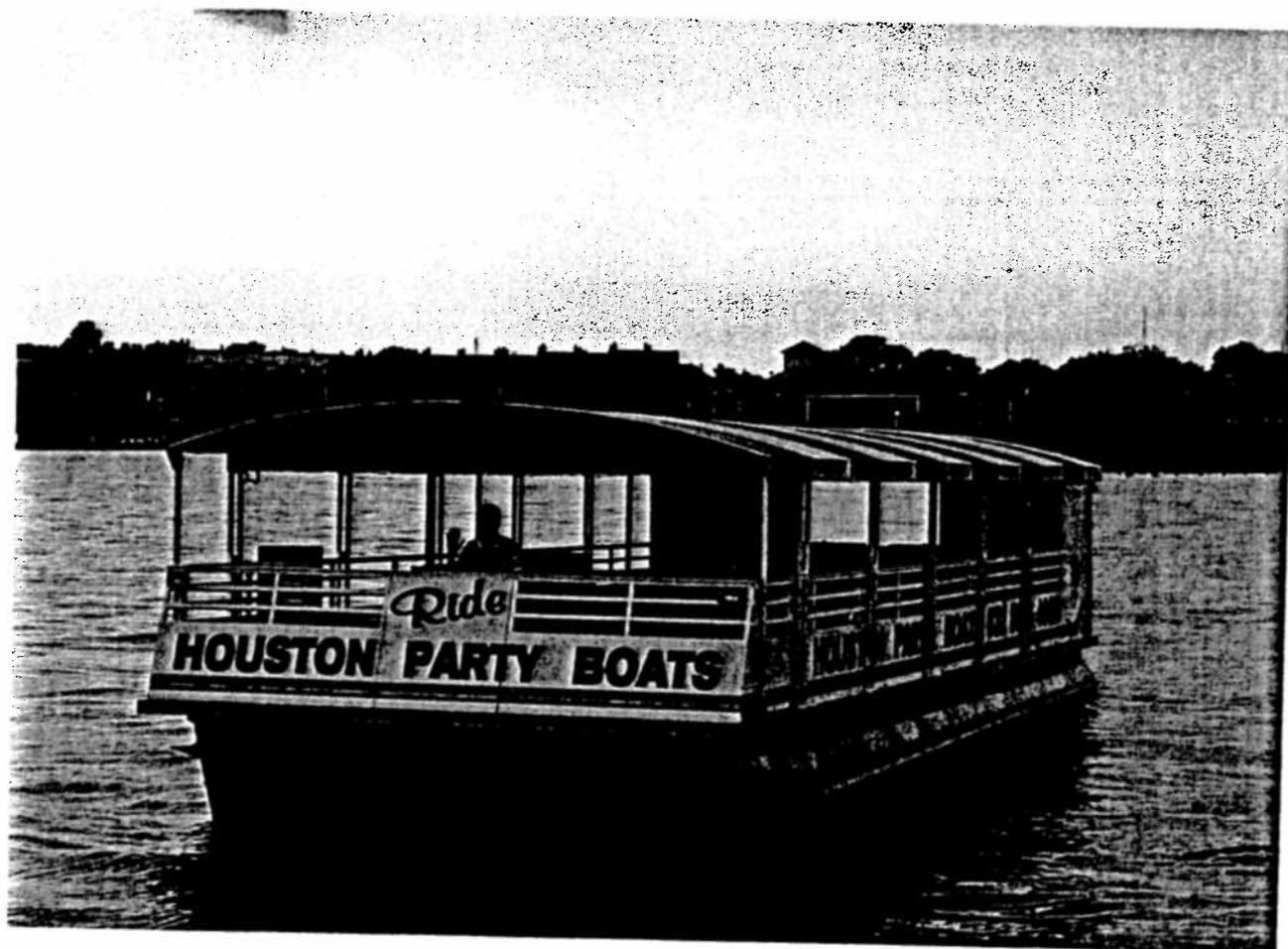
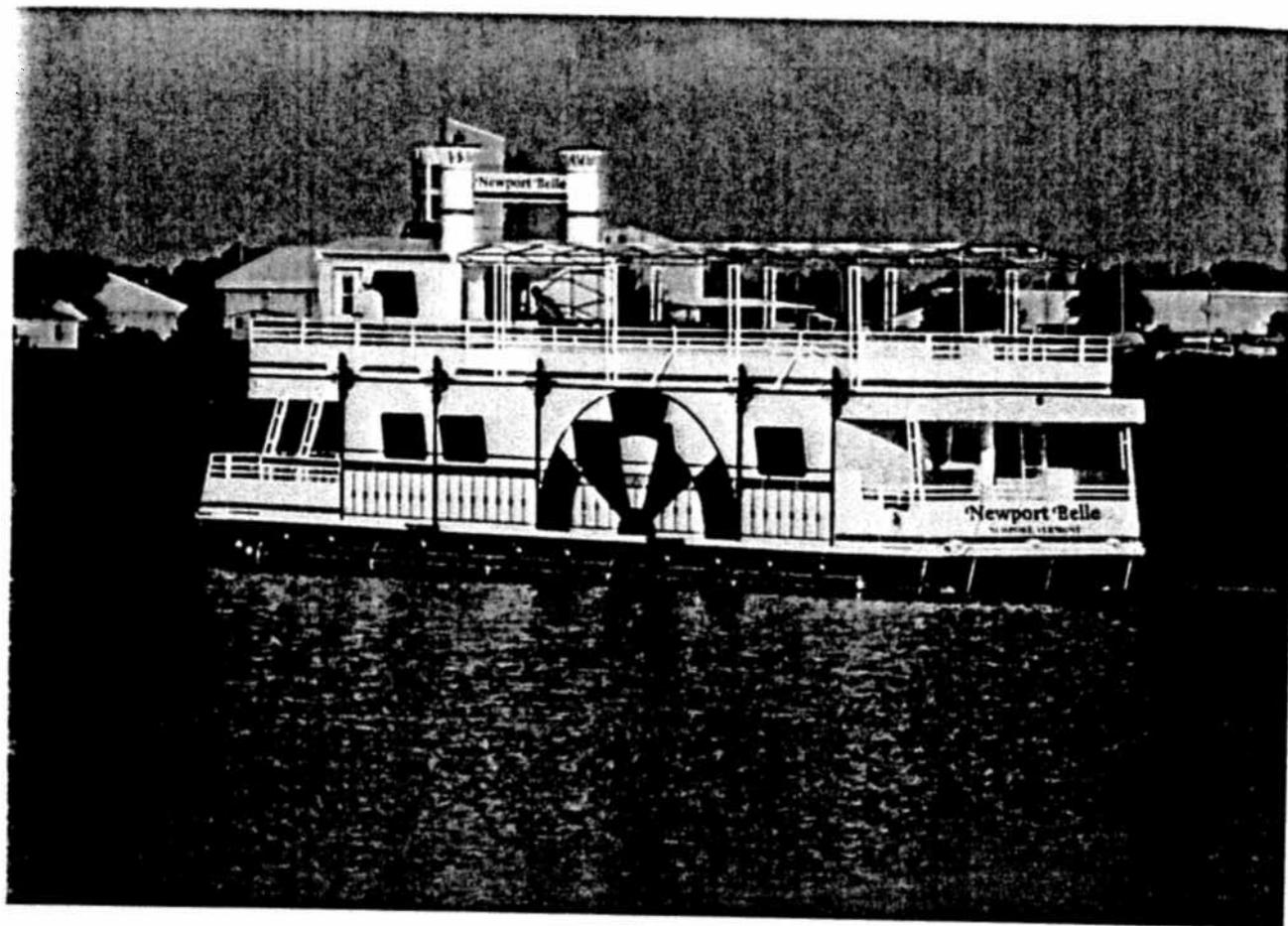
Graham Trucking Lines, Inc., specializing in over dimensional loads and logistics, has partnered with Poseidone, LLC. – Trident Pontoons on numerous projects requiring attention to detail and timely execution of the task at hand. Trident has always met difficult deadlines by consistently exhibiting innovative and unique solutions to the challenges presented.

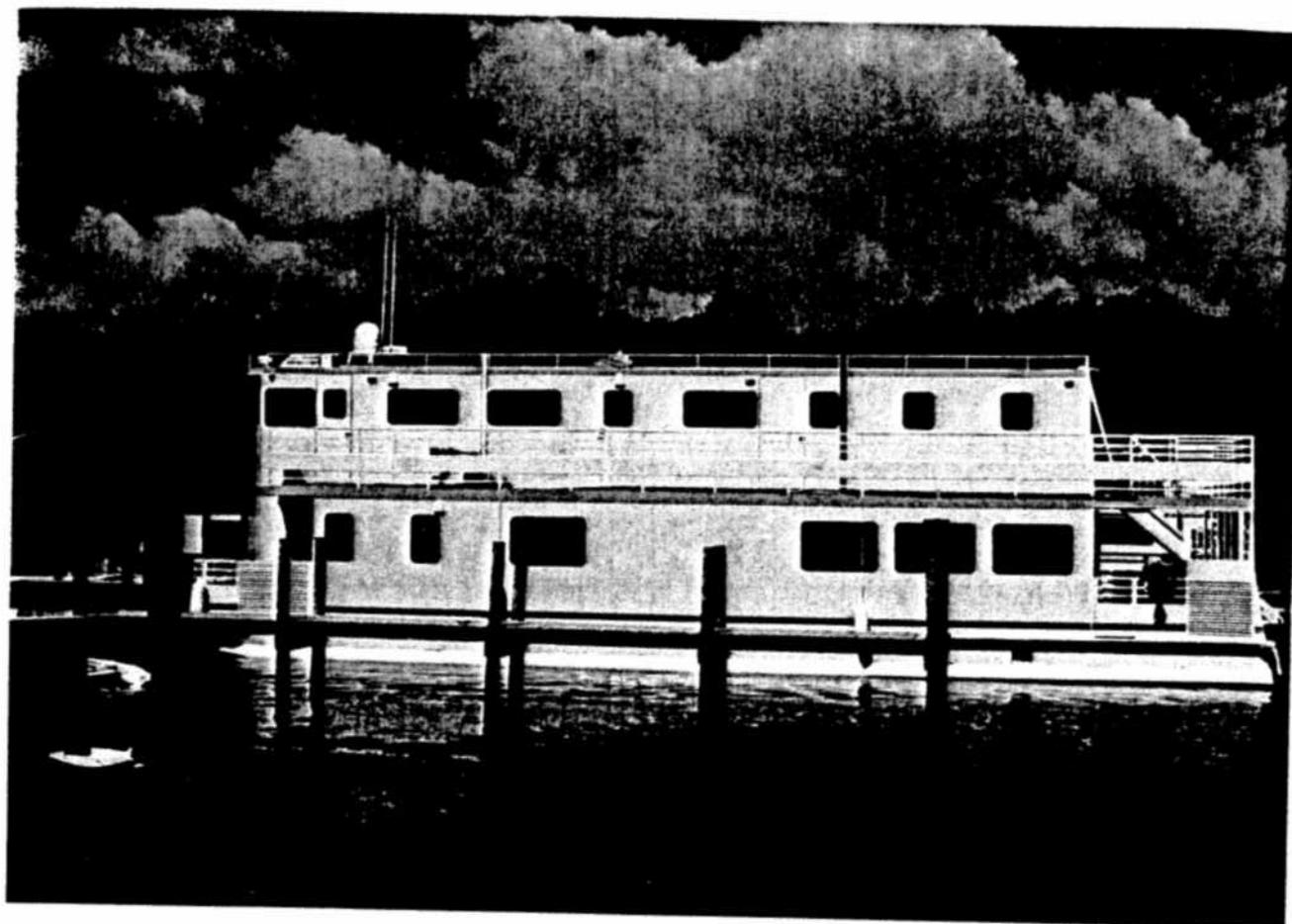
Graham Trucking Lines, Inc. is proud of its association with Poseidone, LLC – Trident Pontoons and would highly recommend their products and services to anyone.

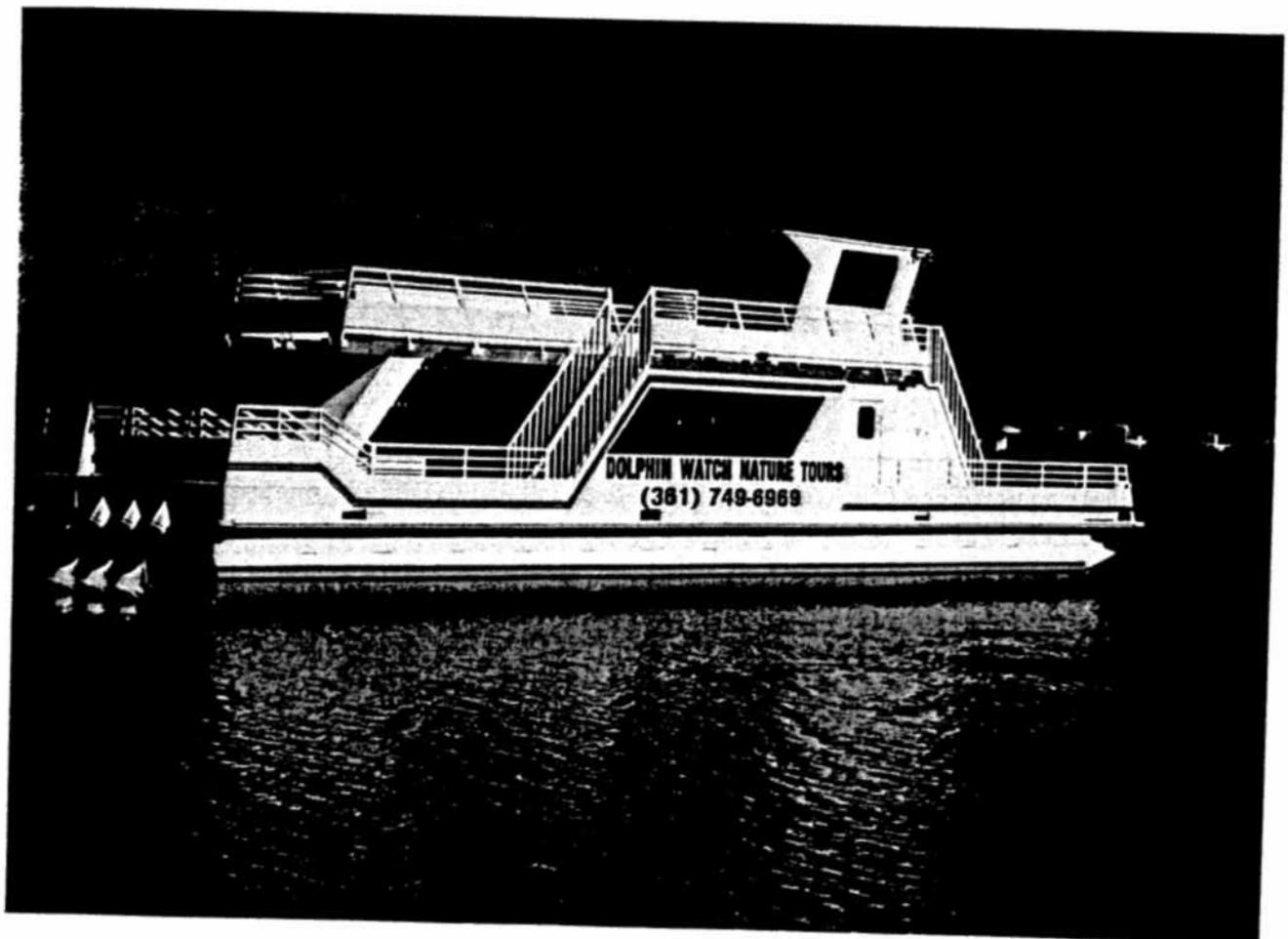
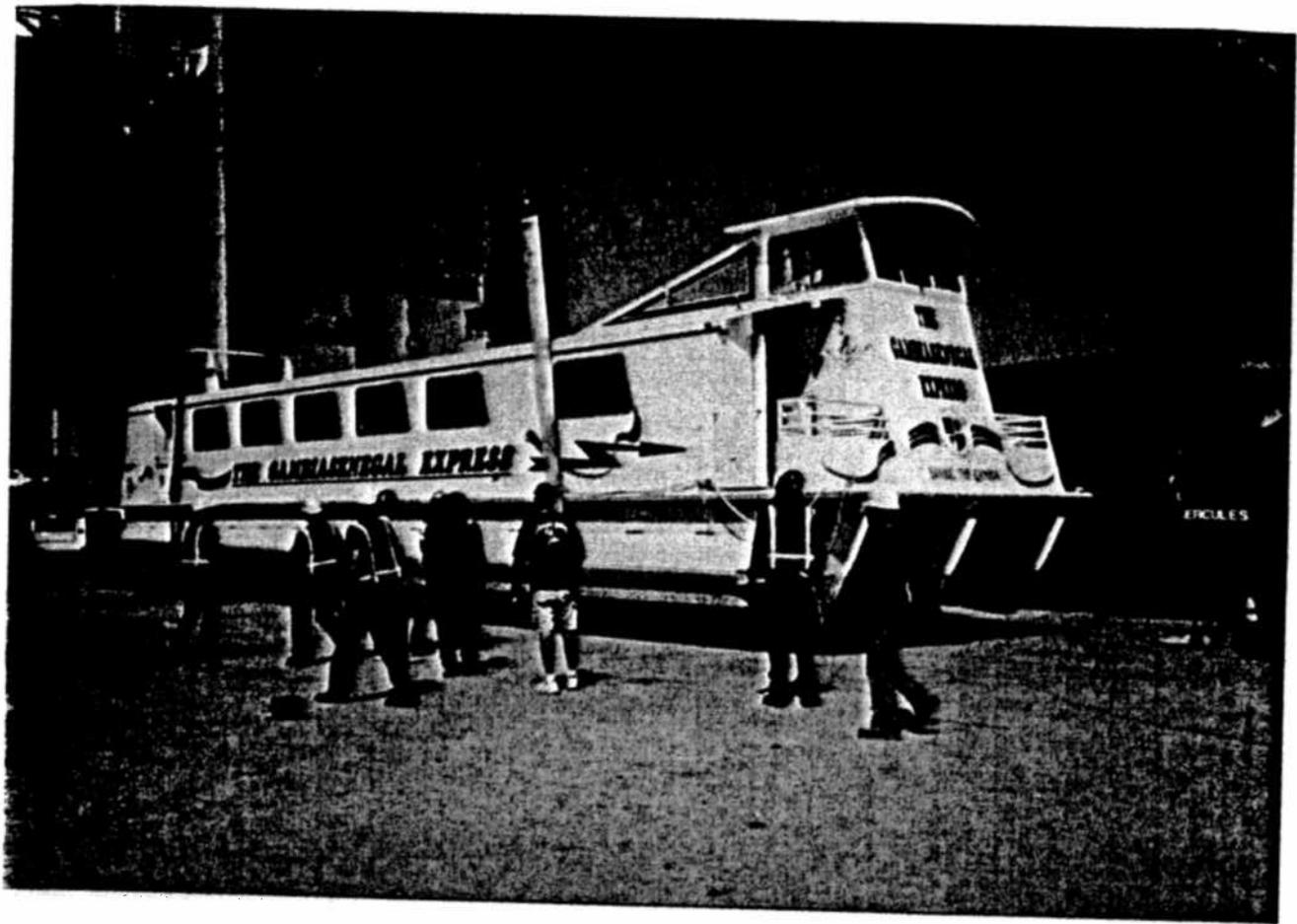
Sincerely,



William Graham  
President/CEO  
Graham Trucking Lines, Inc.







STATE OF FLORIDA

County of Putnam

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

City of Palatka Request for Q

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

07/16/2010

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

*Vicki Rafuse*

Sworn to and subscribed to before me this 16th day of July, 2010 by Vicki Rafuse, Administrative Assistant, of the Palatka Daily News, a Florida corporation, on behalf of the corporation.

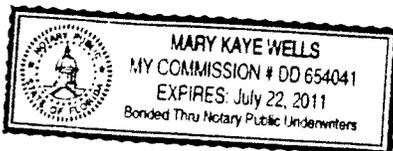
*Mary Kaye Wells*

Mary Kaye Wells, Notary Public

My commission expires July 22, 2011

Notary Seal  
Seal of Office:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Personally known to me, or  
Produced identification:  
Did take an oath



**PUBLIC NOTICE**

City of Palatka  
Request for Qualifications  
Refurbish/Renovate  
Riverboats

**NOTICE/ADVERTISEMENT**

Sealed bids are invited by the City of Palatka to be received at the office of the City Clerk 207 N. 2nd St. Palatka, FL 32177 so as to be received not later than 2:00 P.M. on August 20, 2010. Bids received after this specified time and date will not be considered. Please submit one (1) original, four (4) copies and one (1) digital copy, preferably in pdf format.

Scope:

The City of Palatka is requesting qualification proposals from responsible contractors to refurbish/renovate two (2) canal boats that will operate on the St. Johns River between Palatka and various points on the St. Johns River. The successful bidder will have experience in this type of construction and be able to provide proof of experience in mechanical propulsion, engine and drives, fuel and exhaust systems, hull renovations, interior refurbishment and electrical equipment. In addition, the contractor will need to show proof that they have restored/refurbished boats that will meet qualifications for 40 CFRs that they have built boats that meet ADA requirements for bath, rooms, aisle widths, ingress/egress, etc. and have restored/refurbished boats that are certified and documented by their Coast Guard.

Copies of Qualification documents, consisting of qualification requirements, qualification forms and conditions of the qualification may be examined at City Hall 207 N. 2nd St. Palatka, FL, telephone (386) 329-2100. Forms and RFP information are also available on the City web site at [www.palatkafl.gov](http://www.palatkafl.gov) where it can be read or printed using Adobe Acrobat Reader software.

Ethan C. Boynton, Jr.  
City Manager  
City of Palatka

Legal No: 0650828  
7/16/2010

*Agenda  
Item*

*3d*

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

*City of Palatka*  
*Office of the City Manager*

**To:** City Commission, Mayor Flagg

**From:** Woody Boynton, City Manager 

**Date:** October 7, 2010

**RE:** Request for Proposals – Water Taxi Service

---

In July 2010, the City advertised for Request for Proposals for contractors to operate a water taxi service on the St. Johns River. On August 6<sup>th</sup>, one submission was received from Banana Bay Tour Company, Inc. of LaBelle, FL. Their proposal was reviewed and was found to meet the minimum requirements of the proposal.

Their proposal is attached and we are requesting concurrence on their selection.

**CITY OF PALATKA  
REQUEST FOR PROPOSALS  
Proposal to Operate a  
Water Taxi Service**

**Submission Form (S-1)**

**Proposals To Be Received by 11:00 AM, Eastern Time, August 6, 2010  
City Hall, 201 N. 2<sup>nd</sup> Street, Palatka, Florida, 32177**

**IMPORTANT: An Original and four (4) copies are to be submitted.**

**Please complete the following:**

**Legal Name of Proposer: Banana Bay Tour Company, Inc.**

**Address: P.O. Box 2970 La Belle, FL 33975-2970**

**Telephone Number: 239-728-8687**

**Fax Number: —Contact Person: 863-675-0830 - Myrna Mathos**

**Signature:**



**Name of Signer: Fredrick Trepper**

**Note: Failure to use these response sheets may disqualify your submission.  
Page 12 of 14**

**Non-Collusion Affidavit**

State of Florida County of Henry

Fredrick Trepper being first duly sworn deposes and says that:

- (1) He/She is the President of Banana Bay Tour Co., Inc. the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit a collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Palatka or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): [Signature]  
Title: President

Subscribed and sworn to before me this 5<sup>th</sup> day of August 2009.

[Signature]  
Notary Public

My Commission expires:



**Submission of Proposal to Operate Water Taxi Service**

Banana Bay Tour Company, Inc.  
P.O .Box 2970  
La Belle, Florida 33975-2970

Fred Trepper  
863-675-0830  
fredtrepper@earthlink.net

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# Banana Bay Tour Company, Inc.

P.O. Box 2970 La Belle, FL 33975-2970 Phone: 1-239-728-TOUR (8687)

## Proposal for Water Taxi Service for the City of Palatka

### Introduction

The purpose of the following proposal by Banana Bay Tour Company, Inc. is to present qualifications to provide water taxi service for the City of Palatka as described in the Request For Proposal dated July 2, 2010. This proposal will encompass water taxi experience, financial capability, local interest, and technical approach. Banana Bay Tour Company has been providing quality water taxi service and eco tours in the state of Florida for nearly a decade. Our company prides itself in providing excellent professional service with the highest regard for our customers. Banana Bay Tour Company is excited at the prospect of fulfilling the water taxi requirements for the City of Palatka. Banana Bay Tour Company is presently operating seven water taxis, five of which are located in the Ft. Myers/Naples area, and two of which are located at Wekiva Falls Resort in Sorrento, Florida.

### General Company Description

Banana Bay Tour Company, Inc. is in the business of providing water taxi/shuttle services and marine ecological learning experiences. Our company has provided water taxi service for local and private communities. For more than nine years, we have been permitted to provide service to Lover's Key State Park, Lee County, Florida. Marine educational cruises, open to the general public, are an integral part of the service provided by the Banana Bay Tour Company. Cruises operating in Lake County on the beautiful Wekiva River provide sightseers with history, ecology and beauty of the real Florida!

### Business History

#### Form of ownership

Banana Bay Company, Inc. is a corporation existing under the laws of the state of Florida, Established in 2001.

#### Company history

In 2001, Banana Bay Company, Inc. came to fruition to provide a shuttle service for an upscale-gated community to Lovers Key State Park in Lee County, Florida. Our company has continued providing uninterrupted service since that time. In 2002 Banana Bay Company, Inc expanded and started running ecological and sightseeing tours on Lake Okeechobee departing from the town of Clewiston. In 2006, Banana Bay Company, Inc opened an office in Cape Coral at Cape Harbour Marina. Service at this location largely focused on Green Eco-tourism, Dolphin

## Banana Bay Tour Company

Education, Nature Search, and Ecological Marine Environment. Luncheon Cruises were also provided from this location. In 2008 Banana Bay Tour Company, Inc. initiated tours from the Pink Shell Hotel located at Fort Myers Beach, Florida. From this location the company focused mainly on dolphin ecological tours, shelling excursions and sunset cruises. Also in 2008 Banana Bay Company, Inc. became a member of the Society for Ethical Eco-tourism and in 2009 a representative of the company was invited to sit on the board of Directors. In 2010 Banana Bay Company, Inc. acquired the rights to provide tours on the Wekiva River operating two vessels and providing sightseers with history, ecology and the beauty of the Wekiva River basin. In total Banana Bay Tour Company, Inc. operates seven vessels on the waters of central and southwest Florida.

### **Strengths and core competencies**

Banana Bay Company, Inc is a service oriented company. Our primary goal is to provide quality service to the communities and people we serve. Banana Bay Tour Company, Inc. works hand in hand with the United States Coast Guard, and has an impeccable safety record. The company has highly qualified and professional team members which operate in every facet of the company's business. Administrative and Marketing personnel work closely with the company's certified captains, to provide customers with unique and memorable experiences. Banana Bay Tour Company, Inc feels confident that with hard work, organization, and a good marketing campaign, the Palatka Water Taxi service will prove successful. Banana Bay Tour Company, Inc looks forward to working with the City and the Pride of Palatka in their efforts to make this dream a reality.

### **Proposal of Shuttle Service and Management Services**

The City of Palatka desires a contractor to provide management of its vessel(s) and operate and manage other areas pertaining to said operations, such as a ticket booth, gift shop and other possible related areas of business. The City of Palatka and Banana Bay Company, Inc. whose business address is P.O. Box 2970, La Belle, Florida, 33975-2970, a corporation organized and existing under the laws of the State of Florida.

### **Service Proposal**

Banana Bay Tour Company, Inc shall provide U.S.C.G certified captains and U.S.C.G. approved crewmembers as needed to operate City Of Palatka's vessel(s) that will accommodate up to forty-nine passengers plus two crew. The crew shall be comprised of a Captain and Deck Mate. All crews shall receive initial operational training in accordance with U.S.C.G. procedures and our captains shall be in marine uniform during service. Crews shall also receive periodic recurrent training in vessel operations according to U.S.C.G. regulations.

### **Schedule Vessel "A"**

Vessel "A" shuttle service will start operation from March 1<sup>st</sup>, 2011 on the following schedule. Service will operate two days per week Monday and Wednesdays. With the exception of the following day(s), shuttle services will NOT run on December 25<sup>th</sup>. Shuttle service may be suspended due to unfavorable weather conditions, tidal constraints or any other unsafe conditions

## Banana Bay Tour Company

without penalty. Hours of operation are depart Palatka at 8:00 AM arrive at Murphy's Island at 9:00 AM, Depart Murphy's Island at 9:30 AM, Arrive at Welaka at 11:00 AM, Depart Welaka at 1:00 PM, Arrive at Murphy's Island at 2:30 PM, Depart Murphy's Island at 3:00 PM, Arrive at Palatka at 4:00 PM.

In the event of any mechanical difficulties during the scheduled shuttle services of vessel "A" a second vessel "B" provided by City Of Palatka will be used to help ensure that every possible trip will be accommodated until the repairs are preformed on vessel "A" retuning it back to service condition.

### **Schedule Vessel "B"**

Vessel "B" shuttle service will start operation from March 1<sup>st</sup>, 2011 on the following schedule. Service will operate two days per week on Tuesdays and Fridays. With the exception of the following day(s), shuttle services will NOT run on December 25<sup>th</sup>. Shuttle service may be suspended due to unfavorable weather conditions, tidal constraints or any other unsafe conditions without penalty.

Tuesdays schedule and hours of operation depart Palatka at 8:30 AM, arrive at Dunn's Creek State Park at 9:30 AM, Depart Dunn's Creek State Park at 9:45 AM, Arrive at Crescent City at 11:15 AM, Depart Crescent City at 1:30 PM, Arrive at Dunn's Creek State Park at 3:00 PM, Depart Dunn's Creek State Park at 3:15 PM, Arrive at Palatka at 4:15 PM.

Fridays schedule and hours of operation are depart Palatka at 8:30 AM arrive at Buckman Locks at 9:30 AM, Depart Buckman Locks at 11:00 AM, Arrive at, Arrive at Palatka at 12:00 PM.

At the sole discretion of Banana Bay Tour Company, Inc and that of its crewmembers, Banana Bay Tour Company, Inc shall have the authority as to cancellation of daily service due to weather, vessel safety, vessel repairs, extended maintenance, and local tide conditions Banana Bay Tour Company, Inc shall use its best efforts to coordinate and perform required vessel maintenance on non-operational days.

### **Prior to Service Commencement**

City Of Palatka shall provide U.S.C.G. certified vessels to Banana Bay Tour Company, Inc that will accommodate up to forty-nine passengers and two crewmembers. Banana Bay Tour Company, Inc will provide crewmembers to complete the first in water U.S.C.G. tests. The crew shall be comprised of a Captain and Deck Mate. Banana Bay Tour Company, Inc will require the vessels at least one week in advance for crew training and inspection prior to the first U.S.C.G. in water certification. All crews shall receive initial operational training in accordance with U.S.C.G. procedures from Banana Bay Tour Company, Inc.

### **Responsibilities**

Banana Bay Tour Company, Inc will be responsible for normal operating costs of the vessel and operation such as staff, required operating services, management of operation, fuel costs, normal scheduled maintenance of vessels, and costs required to operate a water taxi/ferry service. City Of Palatka shall be responsible for maintaining the landings points/docks, uncommon vessel

## Banana Bay Tour Company

repairs, informational tour booth/store and associated areas in good condition for use by Banana Bay Tour Company, Inc staff and guests.

All services that take place on State Parks are bound by the rules in the permit of use of that State Park. All Banana Bay Tour Company, Inc passengers will comply with the State Park rules. Said rules/permit can be obtained from each State Park.

### **Challenges of the operation**

Banana Bay Tour Company, Inc, feels that one of the most significant challenges is going to be public awareness. Proper marketing tools to advertise and disseminate the proposed service must be of primary concern. Certainly, in these difficult economic times, the Palatka Water Taxi service provides not only an invaluable service, but also a welcome diversion. Banana Bay Tour Company, Inc, feels that its team members united with the City of Palatka, The Pride of Palatka, The Palatka Chamber of Commerce and other local entities involved in providing local tourism support, can work hand in hand to make this venture a success!

### **Basic Operational Plan Outline**

- 1) Banana Bay Tour Company, Inc feels that a gift shop containing promotional memorabilia related to the taxi service and the City of Palatka would be beneficial to the City and the service. This gift shop could also be used as a ticketing office and locale to provide all related services and items.
- 2) Banana Bay Tour Company, Inc feels that it would be opportune to enhance public awareness to provide dockage in an area that has high visibility/exposure to public traffic (i.e, close to the bridge that spans the river on Hwy. 17).
- 3) Banana Bay Tour Company, Inc looks forward to cooperation with the City of Palatka and receiving insight and guidance from the Pride of Palatka, Inc to use those vehicles which will promote the service and the vision set forth by the City of Palatka.
- 4) The objective to set up the taxi/ferry service to all of the points listed in the RFP.
- 5) Banana Bay Tour Company, Inc will strive to bring in additional attractions to the operation. These could include a destination music hall, ecological tours, sightseeing and luncheon cruises as well as others.
- 6) Banana Bay Tour Company, Inc would endeavor to train and hire local qualified people as team members to occupy the positions needed to run the water taxi operation successfully.

Banana Bay Tour Company

**In Closing**

Banana Bay Tour Company, Inc believes that the addition of a water taxi/shuttle service in the City of Palatka is a viable business. Although initial start up will be the most challenging facet of this endeavor, we feel with the City of Palatka's projected growth, it can not only accommodate this service, but in time help it to flourish. Banana Bay Tour Company, Inc looks forward to being a part of this exciting initiative and to contributing professional expertise in this regard.

Banana Bay Tour Company is currently managing two other similar operations in the State of Florida. We are confident that our company would prove a viable partner for the City of Palatka and that we can provide the expertise necessary to ensure the success of the Water Taxi service.

Please find enclosed brochures from some of our locations, Banana Bay Tour Company, Inc, appreciates your kind consideration in this manner.

Sincerely,



Fred Trepper, CEO  
Banana Bay Tour Company, Inc.

STATE OF FLORIDA

County of Putnam

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

REQUEST FOR PROPOSAL Proposal

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

07/06/2010

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

*Vicki Rafuse*

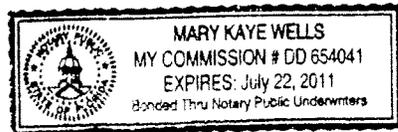
Sworn to and subscribed to before me this 6th day of July, 2010 by Vicki Rafuse, Administrative Assistant, of the Palatka Daily News, a Florida corporation, on behalf of the corporation.

*Mary Kay Wells*

Mary Kay Wells, Notary Public

My commission expires July 22, 2011

Notary Seal  
Seal of Office:



\_\_\_\_ Personally known to me, or  
\_\_\_\_ Produced identification:  
\_\_\_\_ Did take an oath

**PUBLIC NOTICE**  
**REQUEST FOR PROPOSAL**  
Proposal for Operation of Water Taxi Service  
Sealed bids are invited by the City of Palatka, to be received at the office of the City Clerk, 201 N. 2nd St., Palatka, FL 32377 no later than 11:00 A.M. on August 6, 2010. Bids received after this specified time and date will not be considered. Please submit one (1) original, four (4) copies and one (1) digital copy preferably in pdf format.  
Scope: The City of Palatka is seeking a qualified operator to provide USCG Certified Captain(s) and Crew to operate two 49-passenger water taxis on the St. Johns River between Palatka and various points on the St. Johns River.  
The successful bidder will have experience in this type of operation and be able to provide proof of US Coast Guard Certifications of its captain(s) for this type of vessel. The contractor will be required to have Liability Insurance, Hull Insurance, Pollution Insurance and Jones Act Coverage for all Captains and Crew.  
Copies of RFP, consisting of proposal requirements, proposal forms and conditions of the proposals may be examined at City Hall, 201 N. 2nd St., Palatka, FL telephone: (386) 329-0100. Forms and RFP information are also available on the City's web site at [www.palatka-fl.gov](http://www.palatka-fl.gov) where it can be read or printed using Adobe Acrobat Reader software.  
Erwin C. Boynton, Jr., City Manager, City of Palatka  
Legal No. 06505943  
07/06/10

*Agenda  
Item*

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

*City of Palatka*  
*Office of the City Manager*

**To:** Mayor Flagg and City Commission  
**From:** Woody Boynton, City Manager  
**Date:** October 10, 2010  
**RE:** Draft Agreement for Operations of Water Taxi Service

---

Attached is a "draft" agreement for operation of water taxi service between The City of Palatka and Banana Bay Tour Company. This agreement is being presented for your review and comment. Concurrent with this agreement is a contract proposal between The City of Palatka and Poseidone, LLC, the contractor selected to refurbish/renovate the canal boats the city received from Broward County. Both this agreement and the contract to refurbish the boats are dependent on the Florida Department of Transportation's (FDOT) and Federal Highway Administration's (FHWA) review and approval. In addition, both this agreement and contract are dependent on the release of funds by the FDOT for the renovation/refurbishment of the boats.

This agreement is currently being reviewed by the city attorney. It is my expectation that, upon completion of his review this agreement will be forwarded to the FDOT and FHWA. Their comments will be incorporated into the document and a final agreement will be presented to the Commission for approval and execution. It is estimated that the boats will take five to six months to renovate once the money has been released by the FDOT. The effective date of this agreement will commence at that time.

Although the FDOT has indicated the terms of agreement between the City of Palatka and Banana Bay Tour Company did not necessarily require their approval, they did request a copy of the agreement for review and to validate that an operations/management agreement was in place. This was a condition for FHWA money to be released.

Again, this agreement is with the city attorney for review prior to the submission to the FDOT and FHWA. Any comments offered by the Commission, if appropriate, will be incorporated with the city attorney's review prior to the agreement going to FDOT. Once the FDOT and FHWA's review is complete and their comments are received, a final agreement will be presented to the Commission for approval and execution.

**Operation/Management Agreement  
Water Taxi/Ferry System Operator**

THIS OPERATION AGREEMENT is entered into between the CITY OF PALATKA, a Municipal Corporation in Putnam County, Florida, with its principal place of business at 201 North 2<sup>nd</sup> Street, Palatka, Florida 32117, and Banana Bay Tour Company, a Florida Corporation, with its principal address as P.O. Box 2970, La Belle, Florida 33975-2970.

SECTION 1

PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide an alternative travel route between the City of Palatka and other locations on the St. Johns River at a reasonable cost. The anticipated routes include stops in Crescent City, Welaka, Dunns Creek State Park, Buckman Lock and Murphy's Island. It has been determined that the water taxi service will be based in Palatka and will only need to operate on the days of service noted and if paying passengers exist at the Palatka terminal. Banana Bay Tour Company could also substitute a smaller vessel on days of low passenger count.

SECTION 2

OPERATIONAL LOCATIONS AND STOPS

Frequency of scheduled departures and destinations to be discussed and agreed between the parties.

Vessle "A" will be dedicated as the primary vessel. In the event of any mechanical difficulties during the scheduled services, vessel "B" will be used as the designated back up for vessel "A".

SECTION 3

TERMS OF AGREEMENT

The initial term of this agreement shall begin on or about March 1, 2011 and expire on February 29, 2016, with two (2) each, five (5) year renewal options upon mutual agreement of both the CITY OF PALATKA and BANANA BAY TOUR COMPANY. (Service commencement will be contingent on completion of the refurbishment of the vessels.)

SECTION 4  
RELATIONSHIP

The relationship of contractor to the City of Palatka will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City of Palatka.

SECTION 5  
RIGHTS AND RESPONSIBILITIES

Marketing

BANANA BAY TOUR COMPANY will produce a marketing plan to promote the availability and attraction of the water taxi service. The contractor shall advertise and promote the water taxi service as they see fit.

BANANA BAY TOUR COMPANY reserves the right to bring in additional attractions to the operation. These could include a destination music hall, ecological tours, sightseeing and luncheon cruises as well as any additional venues they may believe will attract additional guests.

THE CITY OF PALATKA will supplement the contractor's advertisement campaign as it relates to the promotion of City business

Operations

CITY OF PALATKA shall provide U.S.C.G. certified vessels to Banana Bay Tour Company, Inc that will accommodate up to forty-nine passengers and two crewmembers.

BANANA BAY TOUR COMPANY shall provide U.S.C.G certified captains and U.S.C.G. approved crewmembers as needed to operate City Of Palatka's vessel(s) that will accommodate up to forty-nine passengers plus two crew. The crew shall be comprised of a Captain and Deck Mate.

All crews shall receive initial operational training in accordance with U.S.C.G. procedures and captains shall be in marine uniform during service. Crews shall also receive periodic recurrent training in vessel operations according to U.S.C.G. regulations.

BANANA BAY TOUR COMPANY will be responsible for normal operating costs of the vessel and operation such as staff, required operating services, management of operation, regular fuel costs (the City of Palatka will assist the operator in obtaining fuel at a favorable cost), normal scheduled maintenance of vessels, and costs required to operate a water taxi/ferry service

CITY OF PALATKA shall be responsible for maintaining the landings points/docks, uncommon vessel repairs, informational tour booth/store and associated areas in good condition for use by Banana Bay Tour Company staff and guests.

SECTION 6

INSURANCE

1. Banana Bay Tour Company will comply with the Jones Act Coverage to cover all employees for statutory limits and shall include employer's liability with a limit of Jones Act Standards incorporating "All States" endorsement where applicable.
2. City of Palatka shall maintain hull insurance in the amount of \$250,000 per vessel
3. City of Palatka shall provide Vessel Pollution coverage with limit of \$1,000,000 per occurrence
4. City of Palatka will carry Umbrella Liability that shall be an "occurrence" type policy covering bodily injury and property damage. The liability limits shall be \$500,000 and \$1,000,000 aggregate.
5. As applicable Banana Bay Tour Company shall furnish commercial general liability (occurrence basis) with limits of one million dollars; automobile liability for any auto with limits of one million dollars; workers compensation with statutory limits and employers liability with limits of one hundred thousand dollars.

Additional insurance may be required on the basis of the City of Palatka of the negotiated contract. The City, its officials, officers, employees and volunteers are to be added as insured's on all liability insurance policies with respect to liability arising out of the work or operations performed by or on behalf of the Contractor. Such insurance will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after thirty days written notice has been given to the City Attorney and provided concurrently to the City Manager.

SECTION 7

FARES AND FEES

Fare and fee structure will be established by Banana Bay Tour Company. Percentage participation for the City of Palatka to be determined between the parties.

SECTION 8

ASSIGNMENTS

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. However, in the event of contractor's incapacitation or death, contract may be assigned to contractor's heir.

SECTION 9

INDEMNIFICATION CLAUSE

- A. *Contractor, its agents and employees shall defend, indemnify and hold harmless the City of Palatka, its agents and employees from any and all liability to Contractor, and agents and employee or any third parties for claims, personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, or alleged to have arisen from, the performance of this agreement except where the proximate cause of such injury, damage, or loss was the sole negligence of the City of Palatka, its agents or employees.*
- B. *Contractor, its agents and employees shall defend, indemnify and hold the City of Palatka harmless for the cost of the defense of any claim, demand, suit or cause of action made or brought against the City of Palatka alleging liability referenced in Paragraph A, including, but not limited to, cost fees, attorneys' fees, and other expenses of any*
- C. *kind whatsoever arising in connection with the defense of the City of Palatka; and to assume and take over the defense of the City of Palatka in any such claim, demand, suit or cause of action upon timely notice and demand for same by the City of Palatka, except where the proximate cause of such injury, damage or loss was the sole negligence of the City of Palatka, its agents or employees.*

- D. *Contractor, its agents and employees shall defend, indemnify and hold the City of Palatka harmless and pay all judgments that shall be rendered in any such actions, suits, c/aims or demands against the City of Palatka alleging liability referenced in Paragraph A, except where the proximate cause of such injury, damage or loss was the sole negligence of the City of Palatka, its agents or employees.*

SECTION 10

TERMINATION

The City may terminate this Agreement at any time, with cause, by written notice of termination to the Contractor. If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: (a) The amount due to the Contractor for work executed through the date of termination, to include remuneration for goodwill established during the term of the contract, but, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Agreement had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization after termination of the Agreement following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize.

Operations/Management Agreement  
City of Palatka  
Banana Bay Tour Company

DRAFT PROPOSAL

Banana Bay Tour Company, Inc.  
A Florida Corporation

By: \_\_\_\_\_  
Fred Trepper, President

City of Palatka  
A Municipal Corporation in Putnam County, Florida

By: \_\_\_\_\_  
Woody Boynton, City Manager

Executed in the presence of:

Witness #1:

\_\_\_\_\_

Printed Name

Witness #2:

\_\_\_\_\_

Printed Name

*Agenda  
Item*

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*City of Palatka*  
*Office of the City Manager*

**To:** Mayor Flagg and Commission  
**From:** Woody Boynton, City Manager  
**Date:** October 10, 2010  
**RE:** Contract to Refurbish/Renovate Riverboats

---

Attached is a "Draft" contract for refurbishment of the City's riverboats, which were received from Broward County. This contract is being presented for your review and comment. Concurrent with this contract is a "draft" agreement for operation of these boats. Both this contract and the agreement are dependent on the Florida Department of Transportation's (FDOT) and Federal Highway Administration's (FHWA) review and approval. In addition, both this contract and the agreement are dependant on the release of funds by the FDOT for the renovation/refurbishment of the boats.

I have presented for your review only the portion of the contract related to the scope of work and costs associated with this work. The remainder of the contract is standard language that we utilize in all construction contracts. The construction contract will be similar to the contracts issued by the City for CDBG projects. We are hoping the FDOT and FHWA in their review do not require detailed specifications on the renovations of the boat and the scope of work presented. The requirement that the Coast Guard certify each boat provides detail enough for the purposes of this contract and should validate the scope of the work. To this end, we have not attempted to include detailed construction specifications.

This contract will receive a comprehensive review by the FDOT and FHWA before their approval is granted. Should the FDOT and FHWA require detailed specifications we will be made aware of this requirement after their review. As with the Agreement presented earlier, once FDOT and FHWA's comments have been incorporated, a final contract will be presented to the Commission for approval.

In addition to your review of the scope of work, I am requesting that Alternative "A" be included. This brings the total cost to refurbish the boats to nearly \$710,000, versus \$606,000 for simply refurbishing the riverboats. Although this is nearly \$250,000 more than originally estimated we believe this to be a justifiable cost. In discussing this amenity with the proposed operator, it was his opinion this design would increase trip generation due to the experience. This would leave approximately \$500,000 for existing dock renovations and onsite amenities. including office space for the riverboat operations. Although we have not formally evaluated each landing site for necessary improvements, I believe the remaining funds should be adequate to fund these improvements and construct an onsite operations building.

Again, this agreement is with the city attorney for review prior to the submission to the FDOT and FHWA. Any comments offered by the Commission, if appropriate, will be incorporated with the city attorney's review prior to the agreement going to FDOT. Once the FDOT and FHWA's review is complete and their comments are received, a final agreement will be presented to the Commission for approval and execution.



# Poseidone, LLC - Trident Pontoons

3801 State Road 19, Tavares, Florida 32778 Tel. 352-253-1400/1401 Fax. 352-253-1402

September 21, 2010

Woody Boynton  
City Manager  
City of Palatka  
201 N. 2<sup>nd</sup> Street  
Palatka, FL 32177

P-386- 329-0100  
F-386-329-0106  
E-wboynton@palatka-fl.gov

## **CONTRACT AGREEMENT TO REFURBISH/RENOVATE PALATKA WATER TAXIS**

Dear Mr. Boynton,

Pursuant to your request, following is a detailed description and cost breakdown to refurbish/renovate the two water taxis owned by the City of Palatka, originally built by Canal Boats, Inc. of Ft. Lauderdale, Florida. The description of the vessels is as follows:

The vessels are all fiberglass construction.

Dimensions are:

LOA	42.0'
Beam	11.3'
Draft	3.2'
Displacement	47 GRT 37 NRT

The vessels are to be U.S. Coast Guard certified for forty-nine (49) passengers and two (2) crew members, complete with all related safety equipment.

The vessels are to be delivered to Palatka, Florida, fully equipped and U.S. Coast Guard Certified, with certificate of inspection. It is the intent of this request that when delivered, the vessels will be ready to be placed in service for use as passenger vessels without any additional equipment, certifications or other action necessary by the City or it's operator other than registration and fueling.

**Premise:**

The above described water taxis, which are owned by the City of Palatka, are presently located at the facility of:

GTL, Inc.  
Graham Trucking Line, Inc.  
3145 North Highway 301  
Coleman, FL 33521  
Phone: 1-352-718-6066

It is the intention of Poseidone, LLC - Trident Pontoons, to transport the vessels from the GTL depot to our facility to execute the refurbishment of the vessels described in this document. Renovation is to meet or exceed the specifications described herein.

The vessels in question will be certified by the U.S. Coast Guard for 49 passengers plus 2 crew members and will be furnished with all related safety equipment.

**SCOPE OF WORK TO BE PERFORMED**

**1. Ships Hulls**

The existing exterior hulls of the vessels are in poor condition with several areas of minor collision damage. Poseidone, LLC - Trident Pontoons will repair the existing hull damage, completely sand and repaint the hulls to be in as new condition (color to be determined.) All interior hull work required including fiberglass, stringers, transoms and bilges will undergo any necessary repair. Interior of hulls will also be completely repainted. Topside hull decking will undergo all necessary repairs including access hatches, nonskid fiberglass and paintwork, and all related hardware including deck drains, rub rail, and mooring cleats.

**Cost of Labor and Materials Per Hull**

**\$62,496.00**

**2. Mechanical, Propulsion, Engines, and Drives:**

Poseidone, LLC - Trident Pontoons will execute the removal of the existing John Deer Engine, electric powered Blador Rotatinal drive, single station steering, single lever/cable type controls and exhaust system and replace with Dual John Deer 4045 TFM75 Tier II 135 hp motors with accessories, #3 flywheel housings, electronic throttles, transition harness 20', control panel main station, start relay and bracket, cleanable air filter, front mounts, oil drain kit, ZF 45 Marine gears, heat exchanger kit included, controls at helm for transmission and throttle, electric shift, batteries, engine to isolator mount, powder coating, bed rails, battery cable and ends, raw water hose, misc. electrical connectors and straps, paint for gears, new prop shaft, cutlass bearings and props.

**Cost Of Labor and Materials Per Hull**

**\$87,555.00**

### **3. Fuel and Exhaust Systems**

Poseidone, LLC - Trident Pontoons will repair or replace the diesel 190 gallon tank, ¼" marine grade aluminum in accord with ABU6, h24 SEL 24.18. Minimum repair of all parts and connections, inspection ports and all other related anchors or parts. Poseidone, LLC - Trident Pontoons will install new exhaust systems, including thru hull fittings, muffler and all necessary hose and pipe to complete the system, engine isolator for mounting, thru hull fitting and strainer for raw water connection to engine. All new bilge and fresh water pumps including necessary strainers, hoses and stainless steel fittings will be installed.

**Cost of Labor and Materials Per Hull**

**\$22,690.00**

### **4. Superstructure (Exterior and Interior Cabin with ADA Accessible Restroom)**

Exterior and interior finishings and furnishings of the existing superstructure are in poor condition. The open and enclosed passenger area consists of approximately 400 square feet. The helm station is placed on the port side forward and the total passenger area can accommodate new seating for 49 passengers plus two crew members and two wheel chair tie down positions. Poseidone, LLC - Trident Pontoons plans to repair or replace all necessary components to the superstructure. The exterior finishes to the superstructure will be repaired and repainted to as new condition (color to be determined). All doors and windows including tempered glass and plexi roof panels with windows tinted and UV treated will be repaired or replaced. All necessary repairs to welded aluminum cabin frame, including stainless steel hardware will be repaired or replaced. All related equipment will undergo any necessary powder coating. Construction and installation of ADA approved restrooms in each vessel.

**Cost of Labor and Materials Per Hull**

**\$40,740.00**

### **5. Electrical Systems (AC and DC)**

Poseidone, LLC - Trident Pontoons will remove all existing electrical systems including breaker boxes, wiring conduit and any other related equipment. Poseidone, LLC - Trident Pontoons will install all new electrical AC and DC systems. The vessels will be complete with shore power and onboard marine water cooled generators. All new AC and DC circuit panels will be installed. AC climate units with electronic controls will be installed. List of equipment and accessories to be installed are as follows:

- a. All wiring and related cable to be USCG certified.
- b. Vessels will be wired for both DC and AC via shore power and on-board generator.
- c. Installation of new circuit breakers and boxes.

- d. Steering station switches are properly labeled with proper fuses and color coded wiring, all marked to indicate their usage.
- e. Electrical equipment is marked to indicate manufacture, model volts and amperage.
- f. 20 amp 120V duplex ground fault breakers installed.
- g. 240V AC 60 3 phase electrical panel and 120V AC 1 phase electrical panel.
- h. AC climate units with electronic controls.

**Cost of Labor and Materials per Hull**

**\$31,009.00**

**6. Fresh Water and Marine Sanitation Systems**

Poseidone, LLC - Trident Pontoons will construct and install new fresh water tanks and all accessories including sanitation systems which will consist of flushing toilets, vanities, black water tanks, pump out connections, pumps, and all necessary equipment to provide ADA accessible restrooms.

**Cost of Labor and Material Per Hull**

**\$14,972.00**

**7. U.S. Coast Guard Required Safety Equipment**

Poseidone, LLC - Trident Pontoons will supply all necessary U.S. Coast Guard safety equipment required. This equipment will consist of, but will not be limited to, the following:

- a. Flash light (2) water tight
- b. First aid kit, USCG Approved
- c. Life jackets, type one (49 + 2 adults, and 5 children)
- d. Flare kit
- e. Ring buoy w/ float rope
- f. Emergency beacon
- g. Anchor, chain and rope
- h. Boat hook
- i. Galvanized Fire buckets (3)
- j. Single horn
- k. Fire extinguishers (3) 1 ten (10) pound, and 2 five (5) pound
- l. Hand pump w/ 10 ft hose

Poseidone, LLC - Trident Pontoons

Also included will be all necessary loading ramps, dock lines, and any other mooring gear required.

**Cost of Coast Guard Equipment Package Per Hull** **\$6,937.00**

**8. Coast Guard certification and approval**

Poseidone, LLC - Trident Pontoons will take all the necessary steps to gain certification and approval for the subject vessels. This approval will include plan approval, oversight construction and certification for transport of 49 passengers plus two crew. Delivery of the vessels to the City of Palatka will include all testing, incline experiments or other to obtain current certification required to operate the vessels. Also included will be all necessary sea trials and instruction to personnel operating the vessels.

**Cost of Coast Guard Certification and Approval Process Per Hull** **\$21,875.00**

**9. Graphics and Colors**

Poseidone, LLC - Trident Pontoons will provide graphics and colors for the vessels. Direction of the graphic schemes, color combinations, and the naming of the vessels will be provided the City of Palatka.

**Cost of Graphics, Painting, Labor and Material Per Hull** **\$8,658.00**

**10. Transport**

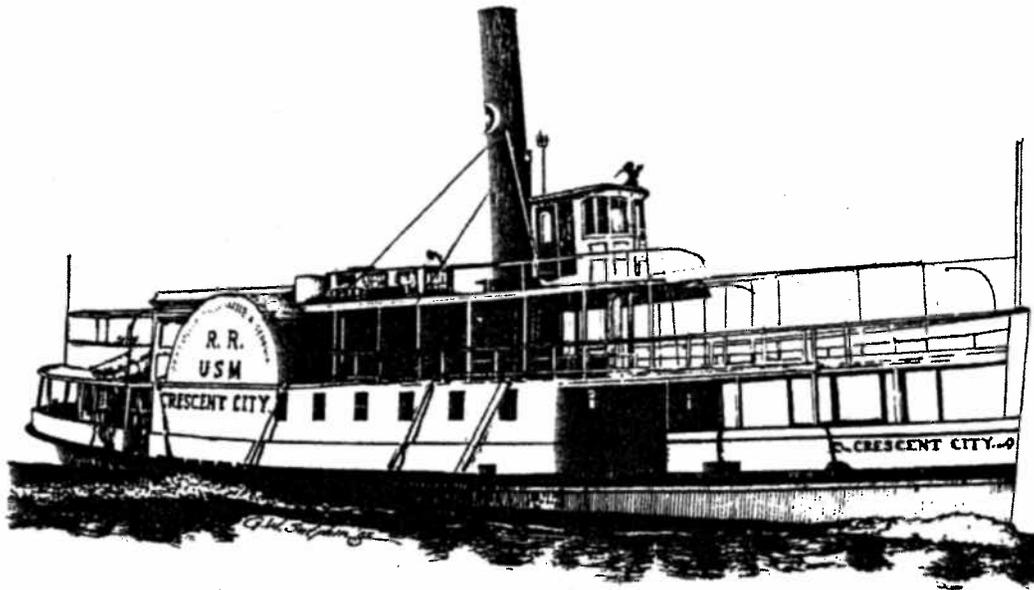
Poseidone, LLC - Trident Pontoons will provide for the transport and delivery of the vessels to the City of Palatka. This will include launching and any required instruction. Poseidone, LLC - Trident Pontoons will also supply all related literature, service and instructional manuals required. At the time of delivery, the City of Palatka will advise the operators taking delivery of the vessels.

**Cost of Transport and Labor Per Hull** **\$6,280.00**

**TOTAL COST TO REFURBISH/RENOVATE EACH VESSEL** **\$303,212.00**

**Total Cost For Two Vessels** **\$606,424.00**  
**Plus Florida Sales Tax if Applicable**

**\*Please note that all additions and deletions will be accompanied by approved change orders**

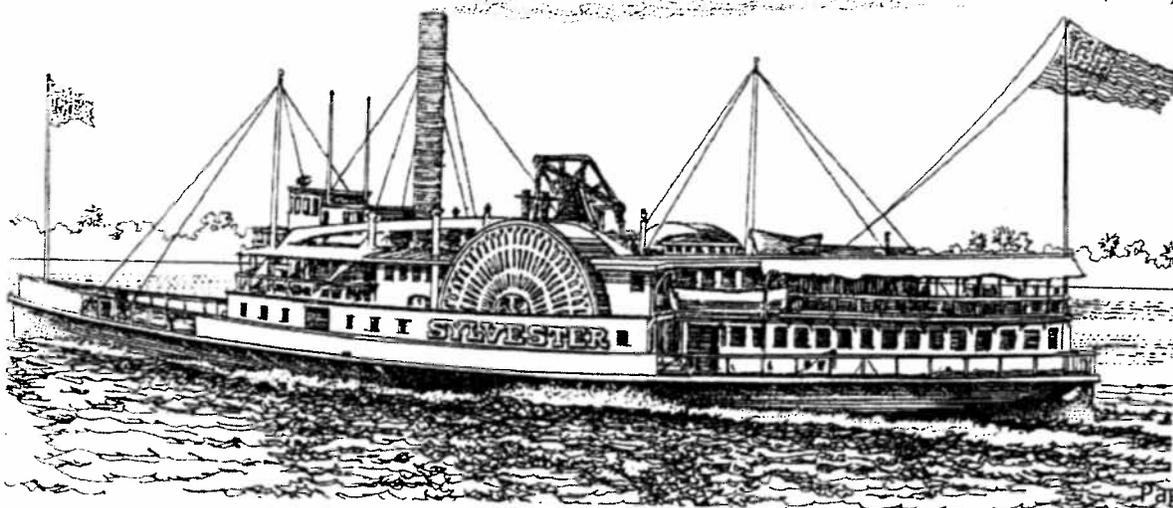


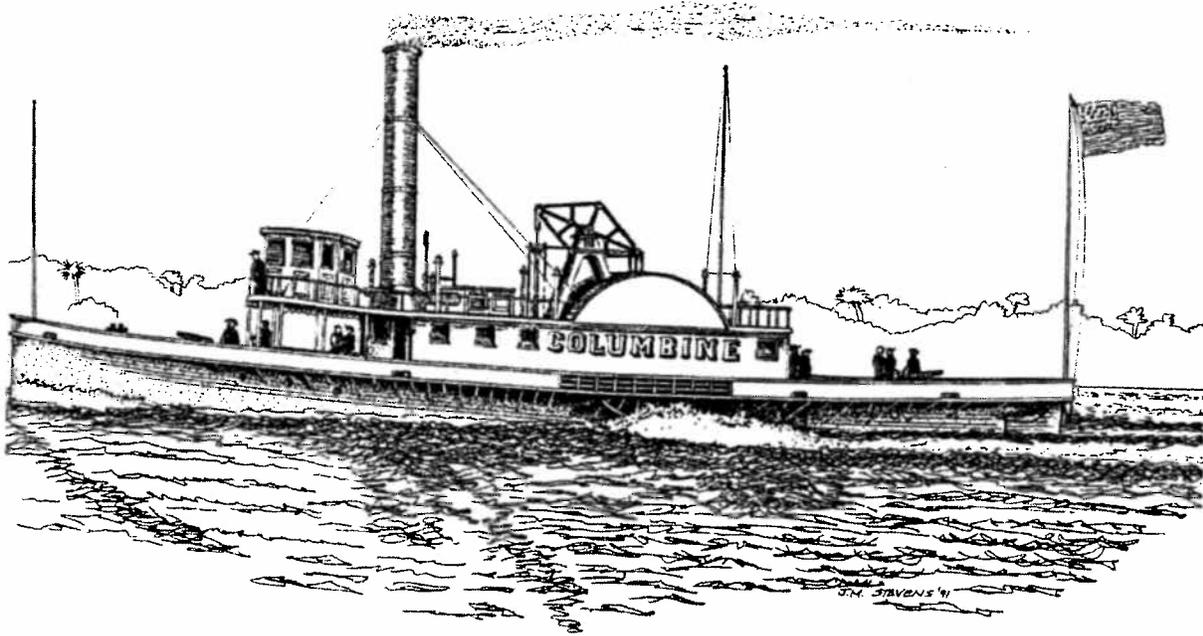
### **11. Alternate #1 Steamboat Style Superstructure**

In as much as the refurbishment of the whole superstructure is required, Poseidone, LLC - Trident pontoons would like to suggest the replacement of the existing canal boat tunnel superstructure with a more classic cabin. This would consist of an all new welded aluminum cabin structure which would replicate a period steamboat. This would include windows, doors, a raised wheelhouse, smoke stacks and ornamental gingerbread throughout the whole superstructure. The idea is to transform the appearance of the vessels into a period steamboat. Some examples of the feel we would be trying to create, are depicted on these pages. It is the contention of Poseidone, LLC - Trident pontoons, that this image would be more in keeping with the goals of the City of Palatka. This transformation would make the vessels much more appealing to the public, and raise the awareness of the historic venue and value of the Palatka River Front. Poseidone, LLC - Trident pontoons can furnish renderings to this end.

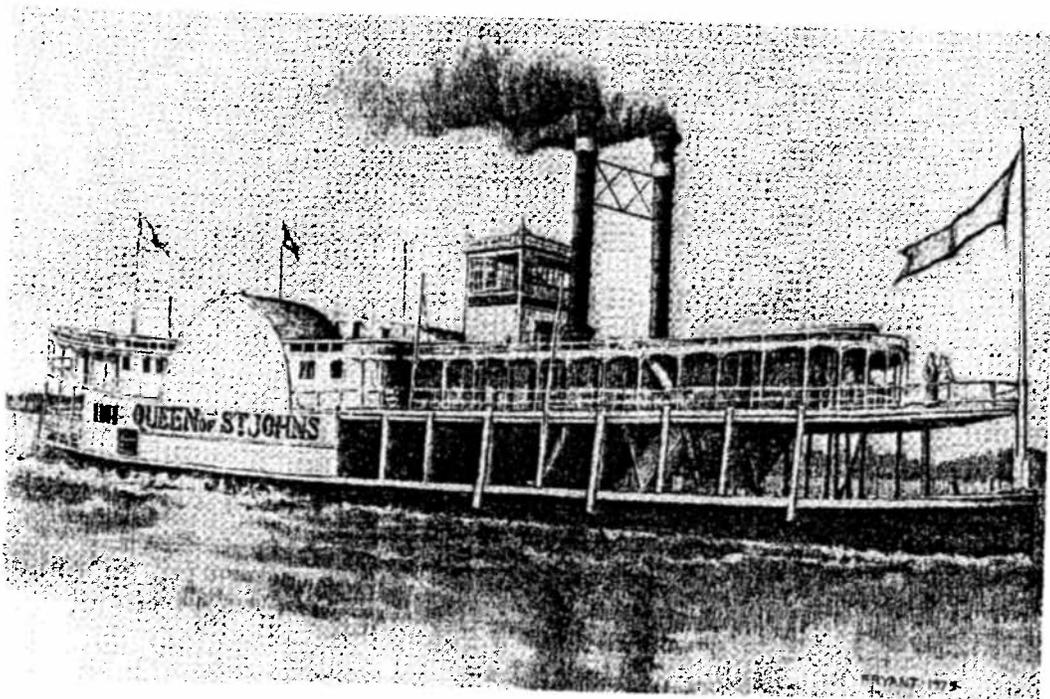
### **Materials and Labor Per Hull**

**\$102,045.00**





\*Note: In the event that the City of Palatka wishes to incorporate alternate number one (steamboat style superstructure), then the cost of number five would be replaced by the cost of item number eleven. This would bring the total cost per hull to \$354,517.00, for an additional cost of \$61,305.00 per hull.



Poseidone, LLC - Trident Pontoons

In conclusion, the forgoing material is a list of intended work to be performed by Poseidone, LLC - Trident Pontoons to refurbish and renovate the vessels in question. If all of the forgoing is acceptable and to your complete satisfaction, we can stipulate and agree to the same.

**Terms of Payment:**

50% deposit

25% due upon completion of vessel number one

Balance due upon completion of vessel number two

Please feel free to call me if you need additional information or have any questions concerning the content of this quotation.

With Kindest Regards,



Robbie Cunningham

*Agenda  
Item*

*3g*

**Leary Governmental Affairs Consultants, Inc.**

**Philip L. Leary, AICP**



1821 Carr Street ♦ Palatka, FL 32177  
386-385-3061(O) 386-937-7829 (C)  
[pleary\\_govaff@yahoo.com](mailto:pleary_govaff@yahoo.com)

August 5, 2010

Betsy Driggers, City Clerk  
City of Palatka  
201 N 2<sup>nd</sup> Street  
Palatka, FL 32177

RE: Resignation Planning Board

Dear Betsy:

As per our discussion and your direction, this letter serves as my notice of resignation from the Palatka Planning board effective October 31, 2010. With my election to the City Commission and subsequently taking office in January 2011, this action is required by state statute.

It has been both an honor and pleasure to serve on the Palatka Planning Board for the past two years. Specifically, I have enjoyed working with the City Planning Staff, who do an incredible job, always with the utmost professionalism.

Thank you for your assistance in this matter and I look forward to serving on the Commission and working with you and your staff in the coming months.

Sincerely,

*Phil*

Phil Leary, AICP  
City Commissioner-elect

C: Honorable Karl Flagg, Mayor  
City of Palatka

Debbie Banks  
City Planning Director

*Agenda  
Item*

*3h*

J. Randolph Braddy  
284 Harbor Drive  
Palatka, FL 32177

City of Palatka

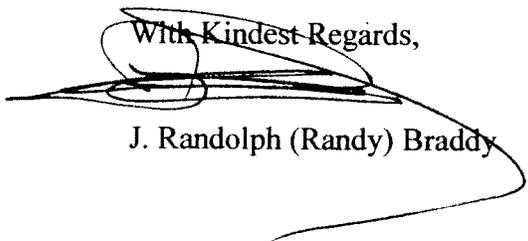
Building & Zoning  
201 N. 2nd Street  
Palatka, FL 32177

Gentlemen:

Please accept this letter as my official resignation from the City of Palatka Planning Board.

I want to thank the City for having given me the privilege of serving in this capacity and wish all Board Members, Planning Board Staff, and City Commissioners much success in the future. I have enjoyed the experience and hope to have in some way made a positive contribution to the well being of the citizens of our community.

With Kindest Regards,



J. Randolph (Randy) Braddy

*Agenda  
Item*

*4*

*CRA Agenda*

*Agenda  
Item*

**5**



**CITY OF PALATKA**  
Betsy Jordan Driggers  
City Clerk  
201 N. 2<sup>nd</sup> Street  
Palatka FL 32177  
Phone: 386-329-0100  
Fax: 386-329-0199  
e-mail: [bdriqqers@palatka-fl.gov](mailto:bdriqqers@palatka-fl.gov)

# Memorandum

**To:** Commission & Staff  
**From:** Betsy Driggers, City Clerk  
**Date:** 10/7/2010  
**Re:** Planning Board Appointments

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At this time there are two openings on the Palatka Planning Board due to the resignations of Phil Leary and Randy Braddy. One vacancy is for a three-year term that will expire December, 2013 and one is for the remainder of a three-year term to expire December, 2011. These are at-large positions. There is no requirement for board members to live inside the City Limits.

It is the policy of the City Commission to give preference to Planning Board applicants who either:

1. Live inside the City Limits; or
2. Own commercial property or operate a business inside the City Limits

Attached you will find applications from the following individuals:

1. Joseph Michael Petrucci
2. Joe Pickens
3. Clem Saccareccia
4. Leota D. Wilkinson

Mr. Petrucci and Mr. Pickens live inside the City Limits.

Per Board Appointment Policy, the Commission interviews applicants at this meeting and makes this appointment at the October 28, 2010 meeting.

KARL N. FLAGG  
MAYOR - COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS  
COMMISSIONER

BERNON MYERS  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



Regular meeting 2nd and 4th Thursdays each month at 8:00 p.m.

STEVEN C. "WOODY" ROYNTON, JR.  
CITY MANAGER

BETSY JORDAN DRIGGERS  
CITY CLERK

RUBY M. WILLIAMS  
FINANCE DIRECTOR

GARY S. GETCHELL  
CHIEF OF POLICE

MICHAEL LAMBERT  
CHIEF FIRE DEPT.

DONALD P. HOLMES  
CITY ATTORNEY

### CITY OF PALATKA ADVISORY BOARD APPLICATION

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

APPLICANT: Joseph Michael Petrucci (Must be at least 18 yrs. old)  
Residence 2425 GOLF DRIVE PALATKA, FL Phone: 386-328-0608  
(911 Address) 2425 GOLF DRIVE PALATKA, FL Fax: \_\_\_\_\_

Business Name \_\_\_\_\_ Phone: \_\_\_\_\_  
& Address \_\_\_\_\_ Fax: \_\_\_\_\_  
(City Residents or business/property owners will be given preference when board member residency is not specified by statute or city ordinance)

Preferred Mailing Address: 2425 GOLF DR. PALATKA, FL 32177

E-mail: Jmp1024@YAHOO.COM Daytime Phone: 386-336-1615

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

25 YEARS ENGINEERING EXPERIENCE AS DRAFTER/  
DESIGNER AND ASSOCIATE ENGINEER WORKING IN  
ARCHITECTURAL, CIVIL, PIPING, AND STRUCTURAL STEEL  
AREAS. WAREHOUSE SUPERVISORY EXPERIENCE, VARIOUS  
PART-TIME SERVICE JOBS, SURVEYING EXPERIENCE IN U.S. AIR FORCE

OTHER COMMENTS OR INFORMATION:

I HAVE AN INTEREST AND DESIRE IN SEEING  
PALATKA GROW AND THRIVE, WHILE MAINTAINING ITS  
CHARACTER.

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

Joseph M Petrucci  
SIGNATURE OF APPLICANT 1/6/10  
DATE

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

KARL N. FLAGG  
MAYOR - COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS  
COMMISSIONER

VERNON MYERS  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



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

BETSY JORDAN DRIGGERS  
CITY CLERK

RUBY M. WILLIAMS  
FINANCE DIRECTOR

GARY S. GETCHELL  
CHIEF OF POLICE

MICHAEL LAMBERT  
CHIEF FIRE DEPT.

DONALD E. HOLMES  
CITY ATTORNEY

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

### CITY OF PALATKA ADVISORY BOARD APPLICATION

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

APPLICANT: Joe Pickens (Must be at least 18 yrs. old)  
Residence 2041 Country Club Terrace Phone: 386-937-1563  
(911 Address) Palatka, FL 32177 Fax:  
Business Name St. Johns River State College Phone: 386-937-1563  
& Address 5001 St. Johns Ave., Palatka, FL 32177 Fax:  
*(City Residents or business/property owners will be given preference when board member residency is not specified by statute or city ordinance)*  
Preferred Mailing Address: P.O. Box 1374, Palatka, FL 32178

E-mail: Pick021@Earthlink.net Daytime Phone: 386-937-1563

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

See Attached Resume

#### OTHER COMMENTS OR INFORMATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

[Signature] 10/6/10  
SIGNATURE OF APPLICANT DATE

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

# Joe H. Pickens

2041 Country Club Terrace, Palatka, FL 32177

(386) 937-1563

pick021@earthlink.net

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<b>Education</b>	<b>Juris Doctorate</b> <i>University of Florida, Gainesville, Florida</i>	1983
	<b>B.A. Degree in Government/History, magna cum laude</b> <i>Wofford College, Spartanburg, South Carolina</i>	1980
	Admitted to practice law in the States of Alabama and Florida	1984

## Career Highlights & Accomplishments

- |  |                  |
|--|------------------|
| <b>Attorney at Law, Putnam County, Florida</b>   | 1985-<br>Present |
| <ul style="list-style-type: none"><li>• Maintained general practice of law in Northeast Florida, including, specifically, Putnam, Clay and St. Johns Counties, with primary office in Palatka, Florida.</li></ul>  |                  |
| <b>General Counsel, The School District of Putnam County, Palatka, Florida</b>   | 1987-<br>2005    |
| <ul style="list-style-type: none"><li>• Seventeen years as general counsel to the Putnam County School District. During this seventeen years developed a comprehensive knowledge and understanding of the operations of a large, multi-campus Florida public education system.</li><li>• Provided legal advice and consultation to the five elected school board members, the elected superintendent of schools, administrative staff and other personnel regarding the legal aspects of the operation of an 11,500+ student school district consisting of 19 campuses with over 1,400 employees and an annual budget in excess of \$160 million.</li><li>• Attended and supervised at regular and special meetings of the school board, student disciplinary hearings and collective bargaining executive sessions.</li><li>• Served under 3 different elected school superintendents and more than 15 different elected school board members—the one constant in the frequently changing composition of the board and administration.</li><li>• Participated in all facets of the administration of the school system through representation of the superintendent and board members on matters including student discipline, purchasing, construction, attendance reapportionment, employee discipline and other personnel matters, collective bargaining, and the budgetary process.</li></ul> |                  |
| <b>General Counsel, North East Florida Educational Consortium, Palatka, Florida</b>  | 2001-<br>Present |
| <ul style="list-style-type: none"><li>• Served as general counsel and consultant to Florida's largest regional educational consortium. The consortium's 13 Florida public school districts, plus the Florida School for the Deaf and the Blind and the P. K. Yonge Developmental Research School have a total student enrollment in excess of 75,000 FTE. The consortium employs 100 persons with an annual budget of nearly \$55 million.</li><li>• Attended consortium board meetings. Advised the Executive Director and board member superintendants on all legal matters to come before them.</li></ul>   |                  |

- Represented the consortium in a variety of legal matters including correspondences, contract negotiations and preparation and review of all matters in litigation.
- Provided individual legal representation and/or consultation to individual superintendents of several of the member districts on matters pertaining to student discipline, personnel issues, Government in the Sunshine requirements, and other matters.

**Special Counsel to the President, *St. Johns River Community College, Palatka, Florida***

2005-  
Present

- Prescribed responsibilities include: attendance at meetings of the Board of Trustees, attendance at staff administrative meetings as requested by the president, telephone and office conferences with the president and administrative staff, general research, document drafting, correspondence on behalf of the president and the college as directed by the president.
- Represented the president and the college at numerous public functions and speaking engagements.
- Consulted with and provided advice to the president on a wide variety of matters, including development of the college's budget for 2005-2006, 2006-2007, 2007-2008 and 2008-2009.
- Provided counsel to the President on personnel matters, construction projects, athletic programs, dual enrollment issues, and other issues.
- As special counsel to the president, the opportunity to work with and learn firsthand from the dean of Florida's community college presidents, Dr. Robert L. McLendon, Jr., was provided. This was a unique and incredible opportunity which provided knowledge and understanding about virtually every facet of the administration and operation of St. Johns River Community College and the state community college system.

**Representative, Florida House of Representatives, *Palatka, Florida***

2000-  
Present

- Representation of the approximately 133,000 constituents of Florida House District 21 in the state legislature.
- Chaired committees, sponsored legislation, amended legislation and advocated positions on behalf of individual constituents, organizations, and institutions. These institutions included public school districts, community colleges, colleges and universities, as well as municipal and county governments, non-governmental organizations, and community groups.
- During the years 2004-2006, chaired the Education Appropriations Committee under Speaker Allan Bense. Duties included development of the PreK-20 public education budget for the state of Florida, as well as reviewing all education policy having a fiscal impact on public education during that 2 year period.
- From 2006, served as chairman of the Schools and Learning Council under Speaker Marco Rubio. Council duties and responsibilities included, perhaps for the first time in the legislature's history, the combining of the PreK-20 education budget with all policy and legislation impacting Florida's public and private school systems.
- As chairman of the Schools and Learning Council developed and passed an education budget which included PreK-12 state-wide budgets ranging from \$16.255 billion to \$18.745 billion, community college budgets ranging from \$1.474 billion to \$1.656 billion, state university budgets from \$2.891 billion to \$3.382 billion for a total budgetary responsibility of more than \$24.367 billion. As chairman, determined, allocated and funded hundreds of individual programs and projects totaling in the hundreds of millions of dollars.

- Developed the concept of funding Bright Futures Medallion Scholarship recipients attending community colleges at 100% of tuition and changed the Bright Futures Scholarship program to effectuate that change after successfully lobbying legislative colleagues and Governor Bush on its merits.
- Was an active voice in pursuing increased funding for the community college system resulting in significant budgetary increases.
- As Chairman of the Education Appropriations Committee, worked with Governor Bush to secure additional funding for Florida School of the Arts and the Thrasher-Horne Center for the Arts.
- Obtained \$5 million in matching dollars for the First Generation in College Scholarship Program for community college students after they were excluded from the original legislation.
- Sponsored and obtained passage of legislation authorizing the community college capital improvement fee.
- At the request of the Council of Presidents, revised the community college funding model to provide a more equitable distribution of state funds.
- Led opposition to legislation with potential negative impacts to the community college system such as the public funding for nonaccredited for-profit colleges (IFCA), the direct funding of apprenticeship programs and excess hours legislation.
- My position as an elected state legislator resulted in my becoming the public spokesperson for a wide variety of interest groups on an even wider variety of subjects and topics. I have spoken at local, state, regional and national conferences on a wide variety of matters and topics including public education funding, virtual education and distance learning, constitutional amendment reform and public lands and water resource issues.
- Appointed to the Southern Regional Education Board Legislative Advisory Council by Governor Bush in 2005 and was subsequently appointed by Governor Crist as a board member in 2008 affording me the opportunity to interact with education leaders from throughout the southeastern United States.

## **Recognitions & Affiliations**

### **Academic Recognitions**

- Inducted into Blue Key and Pi Gamma Mu honor societies, Wofford College
- Florida Blue Key, University of Florida, Honorary member 2008

### **Civic Affiliations**

- Member of the Palatka Rotary Club – Dual Paul Harris Fellow
- Member and Elder of the First Presbyterian Church of Palatka
- Former Chairman of the Board of Directors and General Counsel, Citizen's First National Bank, Putnam County, Florida
- Recipient, Palatka Rotary Club Distinguished Service Award
- Recipient, American Cancer Society "Above and Beyond the Call of Duty" Award

## **Legislative Honors and Recognitions**

### **Business and Industry Honors and Awards**

- Top 20 "Quick Starter" Freshman, Florida Chamber of Commerce—2001
- Top 25 Florida Legislators Ranking, Florida Chamber of Commerce—2002
- A Honor Roll, Florida Chamber of Commerce—2003, 2004, 2005, 2006
- Florida Chamber of Commerce 2003 House Valedictorian Award
- Florida Chamber of Commerce 2005 Distinguished Advocate
- Legislator of the Year, Florida Farm Bureau, 2002
- Florida Building Materials Association Legislator of the Year Award—2002
- Florida Restaurant Association Government Relations Award—2005
- Legislator of the Year, Florida Automobile Dealers Association – 2007

### **Education Honors and Awards**

- Legislator of the Year, Florida School Boards Association—2001, 2002, 2004, 2005, 2006, 2007
- Legislator of the Year, Florida Association of District School Superintendents—2004, 2005, 2006
- Florida Association of School Administrators Legislative Award—2003, 2005
- Coalition of McKay Scholarship Schools Distinguished Service Award—2005
- Coalition for Education of Exceptional Students Legislative Award—2001-2002, 2006-2007
- Independent Colleges and Universities of Florida Liberty Bell Award—2005
- St. Petersburg College Legislative Award – 2005
- Joe & Linda Pickens Scholarship, St. Johns River Community College – 2006
- Recognized on numerous occasions by the Florida Community College system, Florida Association of Community Colleges and the Council of Community College Presidents as a distinguished advocate of community colleges in the state of Florida

### **Civic and Community Honors and Awards**

- Coastal Conservation Association Florida Legislative Conservation Award—2002
- Faith and Family Award, Christian Coalition of Florida—2002
- The Trust for Public Land Legislative Leadership Award—2001
- Florida Legal Services Award—2005, 2006, 2007
- Central Florida YMCA – Club FYT Legislative Award – 2006

KARL N. FLAGG  
MAYOR - COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS  
COMMISSIONER

VERNON MYERS  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



Regular meetings 2nd and 4th Tuesdays each month at 6:30 p.m.

HEATH C. WOODRUFF BOATMAN, JR.  
CITY MANAGER

BETSY JORDAN DRIGGERS  
CITY CLERK

RUBY M. WELLS JAMES  
FINANCE DIRECTOR

CARY S. GETCHELL  
CHIEF OF POLICE

MICHAEL LAMBERT  
CHIEF FIRE DEPT.

DEWANDA T. WOLTERS  
CITY ATTORNEY

### CITY OF PALATKA ADVISORY BOARD APPLICATION

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

APPLICANT: Clem Saccarecci (Must be at least 18 yrs. old)  
Residence 110 Caca Rd - E. Palatka Phone: 325-3469\*  
(911 Address) 110 Caca Rd - E. Palatka Fax: Primary Pk  
Business Name 307-311 St Johns Ave Phone: 325-8624  
& Address 307-311 St Johns Ave Fax:

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

Preferred Mailing Address: 110 Caca Rd. E. Pal 32131  
325-3469 home  
E-mail: clemsacc@aol.com Daytime Phone: 916-5595 cell

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

Business in downtown since 1975.  
Served on numerous committees with City and Chamber.  
Served on Planning Board until resigned because of illness in 2009.

#### OTHER COMMENTS OR INFORMATION:

Have kept current of much of plans etc for the city and look forward to continuing to serve Palatka.

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

Clementine Saccarecci  
July 27, 2010

KARL N. FLAGG  
MAYOR - COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS  
COMMISSIONER

VERNON MYERS  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



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

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

BETSY JORDAN DRIGGERS  
CITY CLERK

RUBY M. WILLIAMS  
FINANCE DIRECTOR

GARY S. GETCHELL  
CHIEF OF POLICE

MICHAEL LAMBERT  
CHIEF FIRE DEPT.

DONALD E. HOLMES  
CITY ATTORNEY

### CITY OF PALATKA ADVISORY BOARD APPLICATION

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

APPLICANT: Leota D. Wilkinson (Must be at least 18 yrs. old)

Residence 627 Bardin Road, Palatka, FL 32177 Phone: 386-328-3936

(911 Address) 627 Bardin Road, Palatka, FL 32177 Fax: \_\_\_\_\_  
Business Name True Lube Express, LLC (part owner) Phone: 386-325-5823  
& Address 4100 Grill Avenue, Palatka, FL 32177 Fax: 386-328-9469

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

Preferred Mailing Address: 627 Bardin Road, Palatka, FL 32177

E-mail: lewilkins@hughes.net 386 937-7143 (cell)  
Daytime Phone: 386-329-4802 (w)

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

Bachelor of Science, Public Administration-Flagler College, Associate of Science, Business Administration & Management, Associate of Science--Accounting

Notary Public - State of Florida, Real Estate License - State of Florida (voluntarily

inactive) Currently employed at St. Johns River Water Management District as Senior Land Acquisition Agent, Joint-ownership and member of True Lube Express, Palatka.

Employed at St. Johns River Water Management District for 14 years, joint-owner in True Lube Express for the past 5 years.

#### OTHER COMMENTS OR INFORMATION:

I have lived in Palatka for the past 30 years. As a business-owner and resident, I have a stake in seeing our City thrive. The continued growth and development of our City is important to me. In addition to my business dealings, I currently serve as the President of the American Legion Auxiliary in Palatka. I am also a licensed Notary Public and Real Estate Agent. I am familiar with all aspects of real estate and land use.

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

Leota D. Wilkinson  
SIGNATURE OF APPLICANT

9/1/10  
DATE

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

Updated 03/01/10

PLANNING BOARD MEMBERS  
3 Yr. Terms

<u>Orig. Appt. Date</u>		<u>Term Expires</u>
5/26/88	Sue Roskosh, Wattles Office Supply P.O. Box 26, Welaka, 32193 home-467-8123 work-325-4323 fax-325-5730 <u>email-sroskosh@aol.com</u>	12/31/10
12/27/79	Carl L. Stewart - effective 1/1/80 715 S. 19th St., Palatka, 32177 home-325-2594 <u>email-stewart@gbso.net</u>	12/31/10
1/22/09	Phil Leary 1821 Carr St., Palatka, 32177 day # 385-3061 work-937-7829 fax-328-2651 <u>email-pleary-govaff@yahoo.com</u>	12/31/10
06/26/08	Zachary Landis 616 Oak St., Palatka, 32177 home-328-2628 work-3328-8075 fax-328-3277 <u>email-AZLAN616@bellsouth.net</u>	12/31/11
02/25/10	Ken Venables P.O. Box 892, 2002 Cherry Lane Palatka, FL 32178 (H)325-8497 (C)937-9666 <u>email-kenevanven@aol.com</u>	12/31/11
11/10/05	Randy Braddy (after 1/1/06) 284 Harbor Dr., Palatka, 32177 cell 386-916-1991 home-328-9878 work-328-7170 fax-328-7323 <u>email—driches5@gmail.com</u>	12/31/11
12/11/97	Rev. Ezekiel Johnson 300 Stillwell Ave., Palatka, FL 32177 home-328-8407	12/31/12
1/23/97	Earl Wallace 224 N. 6th Street, Palatka, 32177 home-328-0086 work-328-3233 <u>email-earllwallace@bellsouth.net</u>	12/31/12
06/26/08	Anthony "Skip" Harwell 322 Madison St., Palatka, 32177 day-386-530-1226 <u>email-CAPTBOO@GMAIL.COM</u>	12/31/12
12/12/02	Michael Pegg Putnam Co. School Bd, 200 S. 7 <sup>th</sup> Street Phone:	indefinite – school board rep.

Planning Board Organized 6/2/60

Created and appointed by City Commission 5/27/60

Revised to include non-voting School Board representative 12-12-02

Meets on the first Tuesday at 4:00 PM at City Hall

*Agenda  
Item*

6



**CITY OF PALATKA**  
Betsy Jordan Driggers  
City Clerk  
201 N. 2<sup>nd</sup> Street  
Palatka FL 32177  
Phone: 386-329-0100  
Fax: 386-329-0199  
e-mail: [bdrippers@palatka-fl.gov](mailto:bdrippers@palatka-fl.gov)

# Memorandum

**To:** Palatka City Commission and Staff  
**From:** Betsy J. Driggers, City Clerk  
**Date:** 10/7/2010  
**Re:** Resolution 8 – 78 Requesting Waiver of SJRWMD Permit Fees

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Attached is Resolution 8-78 requesting a waiver of permit fees from SJRWMD for fiscal year 2010/11. SJRWMD Rules, Section 40C-1.603(14), relating to license and permit fees, indicates that the City is eligible for a reduction in the SJRWMD fee schedule. The resolution before you follows their form 40C-1.603(13). The Commission has adopted similar resolutions annually for the past four years.

This waiver will enable the City to submit a permit fee of \$100 versus a permit fee of \$1,500 per permit application for ongoing work throughout the City.

Please take action to adopt Resolution #8-78.

**RESOLUTION No. 8 - 78**

**Entitled**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, REQUESTING A WAIVER IN PERMIT FEES FROM ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.**

**WHEREAS**, the 1994 Legislature enacted Chapter 94-278, Laws of Florida, allowing reduction of permit processing fees for municipalities with a population of 25,000 or less, counties with a population of 50,000 or less, or any county or municipality not included within a metropolitan statistical area upon certification by that county or city that the cost of the permit processing fee is a fiscal hardship; and

**WHEREAS**, the City of Palatka has a population of less than 25,000; and

**WHEREAS**, the City of Palatka certifies that it is not included within a metropolitan statistical area; and

**WHEREAS**, the City of Palatka certifies that it qualifies for permit processing fee reductions for Fiscal Year October 1, 2010 through September 30, 2011, due to the following:

1. Ad valorem operating millage rate for the current fiscal year is greater than 8 mills.

**WHEREAS**, this factor is supported by the attached resolutions adopting the millage and budget for fiscal year 2010-2011.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Palatka Commissioners, do hereby request that the St. Johns River Water Management District reduce the processing fee for public purpose projects for the 2010-2011 fiscal year.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, this 14<sup>th</sup> day of October, 2010.

**CITY OF PALATKA**

**BY:** \_\_\_\_\_  
**Its MAYOR**

**ATTEST:**

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

*Agenda  
Item*

7

**RESOLUTION NO. 8-79**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A 'JOINT PARTICIPATION AGREEMENT' WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO DESIGN AND UPGRADE SECURITY ACCESS CONTROL, INSTALL EMERGENCY GENERATOR, CONSTRUCTION PHASE SERVICES, CONSTRUCTION MANAGEMENT SERVICES, CONSTRUCTION TESTING, ADMINISTRATION & PROJECT INSPECTIONS AT PALATKA'S MUNICIPAL AIRPORT (KAY LARKIN FIELD)**

**WHEREAS**, the City of Palatka and the Florida Department of Transportation have reached an agreement for the design and upgrade security access control, install emergency generator, construction phase services, construction management services, construction testing, administration & project inspection at the Palatka 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 42754819411; and

**WHEREAS**, the total project cost for the above described project at Kay Larkin Municipal Airport is \$75,000.00 with the Florida Department of Transportation funding 100% or \$75,000.00; 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, Karl N. Flagg, and City Clerk, Betsy J. Driggers, are hereby authorized to execute and attest the Joint Participation Agreement on behalf of the City of Palatka to design and upgrade security access control, install emergency generator, construction phase services, construction management services, construction testing, administration & project inspections at the Kay Larkin Municipal Airport, F.P. Number 42754819411.

**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 October, 2010.

**CITY OF PALATKA**

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

**ATTEST:**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC TRANSPORTATION  
07/10  
Page 1 of 14

Financial Project No.: <u>42754819411</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DDR</u> Function: <u>637</u> Federal No.: _____	FLAIR <u>088719</u> Object Code: <u>750004</u> Org. Code: <u>55022020228</u>
Contract No.: _____	DUNS No.: <u>80-939-7102</u>	Vendor No.: <u>F596 000 401 002</u>
CFDA Number: <u>N/A</u>	CSFA Number: <u>55004</u>	

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 JANUARY 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 Security Access Control, Install Emergency Generator, Construction Phase Services, Construction Management Services, Construction Testing, Administration & Project Inspections at the Palatka Airport. 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 \$ \$75,000.00. 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 \$ \$75,000.00 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.

**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 JANUARY 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 Director of Planning & Production, Robert L. Parks. 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 or by calling the Department of Financial Services Hotline, 877-693-5236.

**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.



**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 2<sup>ND</sup> STREET, PALATKA, FLORIDA 32177** referenced by the above Financial Project Number.

PROJECT LOCATION:  
PALATKA AIRPORT  
PALATKA, FLORIDA  
PUTNAM COUNTY

PROJECT DESCRIPTION:  
Design and Upgrade Security Access Control, Install Emergency Generator, Construction Phase Services, Construction Management Services, Construction Testing, Administration & Project Inspections 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 Statutes. 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 require all new Joint Participation Agreement (JPA)s scope of work to clearly document contract deliverables and establish minimum level of service(s). JPA scopes 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 minimum level of service to be performed and the Department's criteria for evaluating successful completion. Additional guidance is anticipated on how the Department is expected to implement this requirement. Once this guidance has been provided, it may be necessary for the Department to modify this contract to address any additional provisions needed to provide for measurability, and verifiable deliverables"*

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.



**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 2<sup>ND</sup> STREET, PALATKA, FLORIDA 32177.

I. PROJECT COST: \$ 75,000.00

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TOTAL PROJECT COST: \$ 75,000.00

II. PARTICIPATION:

Maximum Federal Participation  
FTA, FAA ( %) or \$ .00

Agency Participation  
In-Kind ( %) \$  
Cash ( %) \$ .00  
Other ( %) \$

Maximum Department Participation,  
Primary  
(DS)(**DDR**)(DIM)(PORT) ( %) or \$ 75,000.00  
Federal Reimbursable (DU)(FRA)(DFTA) ( %) or \$  
Local Reimbursable (DL) ( %) or \$

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TOTAL PROJECT COST \$ 75,000.00

**NOTE: THE TOTAL DEPARTMENT PARTICIPATION IN THIS PROJECT IS 100% OF THE PROJECT COST UP TO AN INCLUDING \$75,000.00. INVOICING WILL OCCUR ACCORDING TO EXHIBIT B-1. THIS PROJECT IS BEING FUND UNDER THE REDI PROGRAM.**

**SCOPE OF SERVICES FOR**

**Exhibit B-1  
City of Palatka**

**Design and Upgrade Security Access Control, Install Emergency Generator, Construction Phase Services,  
Construction Management Services, Construction Testing, Administration & Project Inspections at the  
Palatka Airport.**

**FDOT Item No.42754819411**

This Scope of Services was prepared to meet the requirements of Chapter 215.971, Florida Statutes

Provide Supplemental Joint Participation Agreement to the City of Palatka.

City of Palatka Payment Deliverables/Milestones: Payment for the below listed items will be made after the following deliverables are received.

	<u>Billing Event</u>	<u>Deliverables</u>
<u>Security Access Control</u>	1. Completion of Upgrade	As Builts
<u>Emergency Generator</u>	2. Installation of Generator	As Builts

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**EXHIBIT "C"**  
**AVIATION PROGRAM ASSURANCES**

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FINANCIAL PROJECT NO.: 42754819411

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

## AVIATION PROGRAM ASSURANCES

- 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**

## AVIATION PROGRAM ASSURANCES

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**EXHIBIT "C"**  
**AVIATION PROGRAM ASSURANCES**

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

## AVIATION PROGRAM ASSURANCES

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**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**EXHIBIT "C"**  
**AVIATION PROGRAM ASSURANCES**

- 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 aviation 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.

## AVIATION PROGRAM ASSURANCES

- 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.

## AVIATION PROGRAM ASSURANCES

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.

## AVIATION PROGRAM ASSURANCES

(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**

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
N/A	N/A	\$ .00

Compliance Requirements

- 1.
- 2.
- 3.

**STATE RESOURCES**

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
FDOT	55.004	\$75,000.00

Compliance Requirements

- 1.
- 2.
- 3.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
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.

EXHIBIT D-1

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



## Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

2198 Edison Avenue  
Jacksonville, FL. 32204-2730

STEPHANIE C. KOPELOUSOS  
SECRETARY

September 14, 2010

Woody Boynton  
201 N. 2<sup>nd</sup> Street  
Palatka Fl. 32177

**RE: F.P. 42754819411**

Dear Mr. Boynton:

We are pleased to enclose an original Joint Participation Agreement (JPA) for the above referenced project. I will need the *JPA, your resolution, and exhibit A-1* signed before returning, so that the JPA can be executed. New contract language has been added to the exhibits list below and language that will be required to add to your resolution:

- 1) Refer to Exhibit B-1 for measurables and milestones for invoicing.
- 2) Please review exhibit "A" for new contract language.

### Required Resolution Language

- 3) The           (position title)          , or his authorized designee, is authorized to execute the Joint Participation Agreement (JPA) including any Supplemental Joint Participation Agreements (SJPA) for the purpose of Scope Changes and/or funding adjustments, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project.

The           (position title)          , or his authorized designee, is authorized to sign requests for Contract Time Extension(s), as may be required in support of the project.

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/Transit Specialist

*Agenda  
Item*

8

**RESOLUTION NO. 8-80**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A 'JOINT PARTICIPATION AGREEMENT' WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR 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 (KAY LARKIN FIELD)**

**WHEREAS**, the City of Palatka and the Florida Department of Transportation have reached an agreement for 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 Joint Participation Agreement with the City of Palatka 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 \$816,070.00 with the FAA funding 95% of \$816,070.00 or \$746,070.00; with the Florida Department of Transportation funding 2.5% of \$816,070.00 or \$35,000.00, and the City of Palatka funding 2.5% of \$816,070.00 or \$35,000.00; 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, Karl N. Flagg, 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 for 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, 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 October, 2010.

**CITY OF PALATKA**

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

**ATTEST:**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC TRANSPORTATION  
07/10  
Page 1 of 14

Financial Project No.: 42754919411 <small>(item-segment-phase-sequence)</small>	Fund: <u>DDR</u> Function: <u>637</u> Federal No.: <u>31200610202010</u> DUNS No.: <u>80-939-7102</u>	FLAIR <u>088719</u> Object Code: <u>750004</u> Org. Code: <u>55022020228</u> Vendor No.: <u>F596 000 401 002</u>
Contract No.: _____	CSFA Number: <u>55004</u>	
CFDA Number: <u>N/A</u>		

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 JANUARY 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 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 Airport.

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 \$ \$816,070.00. 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 \$ \$35,000.00 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.

**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 JANUARY 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 Director of Planning & Production, Robert L. Parks. 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 or by calling the Department of Financial Services Hotline, 877-693-5236.

**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.

Financial Project No. 42754919411

Contract No. \_\_\_\_\_

Agreement Date \_\_\_\_\_

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

AGENCY

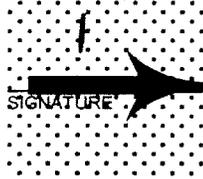
FDOT

THE CITY OF PALATKA  
AGENCY NAME

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

\_\_\_\_\_  
SIGNATORY (PRINTED OR TYPED)

\_\_\_\_\_  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION



\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
TITLE

Dir. of Planning & Production, Robert L. Parks  
TITLE

**SIGN  
HERE**

**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 2<sup>ND</sup> STREET, PALATKA, FLORIDA 32177 referenced by the above Financial Project Number.

PROJECT LOCATION:  
PALATKA AIRPORT  
PALATKA, FLORIDA  
PUTNAM COUNTY

PROJECT DESCRIPTION:

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 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 Statutes. 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 require all new Joint Participation Agreement (JPA)s scope of work to clearly document contract deliverables and establish minimum level of service(s). JPA scopes 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 minimum level of service to be performed and the Department's criteria for evaluating successful completion. Additional guidance is anticipated on how the Department is expected to implement this requirement. Once this guidance has been provided, it may be necessary for the Department to modify this contract to address any additional provisions needed to provide for measurability, and verifiable deliverables"*

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 # 42754919411  
Contract No. \_\_\_\_\_

## EXHIBIT "A.1" PROJECT SCHEDULE

<u>ITEM</u>	<u>ESTIMATED DATE</u>
Consultant Selection	<u>Done</u>
90% Design	<u>Done</u>
100% Design	<u>Done</u>
Bid Project	<u>Done</u>
Award Project	<u>Nov.2010</u>
Start Project Construction	<u>Jan.2011</u>
Construction 50% Complete	<u>June 2011</u>
Construction 75% Complete	<u>Oct.2011</u>
Complete Project Construction	<u>Jan.2012</u>
Close Project Out (120 days following project completion date)	<u>March 2012</u>

This schedule represents our 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.

Karl N. Flagg

Print Name

Signature and Date

(In blue ink)

Individual Authorized by agency to manage contract activity.

**SIGN  
HERE**

**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 2<sup>ND</sup> STREET, PALATKA, FLORIDA 32177.

I. PROJECT COST: \$ 816,070.00

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TOTAL PROJECT COST: \$ 816,070.00

II. PARTICIPATION:

Maximum Federal Participation  
FTA, FAA ( %) or \$ 746,070.00

Agency Participation  
In-Kind ( %) \$  
Cash ( %) \$ 35,000.00  
Other ( %) \$

Maximum Department Participation,  
Primary  
(DS)(**DDR**)(DIM)(PORT) ( %) or \$ 35,000.00  
Federal Reimbursable (DU)(FRA)(DFTA) ( %) or \$  
Local Reimbursable (DL) ( %) or \$

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TOTAL PROJECT COST \$ 816,070.00

**NOTE: THE TOTAL DEPARTMENT PARTICIPATION IN THIS PROJECT IS 50% OF THE NON-FEDERAL FUNDED SHARE OF PROJECT COST UP TO AN INCLUDING \$35,000.00. INVOICING WILL OCCUR ACCORDING TO EXHIBIT B-1.**

**SCOPE OF SERVICES FOR**

**Exhibit B-1**

**City of Palatka**

**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 Airport.**

**FDOT Item No.42754919411**

This Scope of Services was prepared to meet the requirements of Chapter 215.971, Florida Statutes

Provide Supplemental Joint Participation Agreement to the City of Palatka.

City of Palatka Payment Deliverables/Milestones: Payment for the below listed items will be made after the following deliverables are received.

	<u>Billing Event</u>	<u>Deliverables</u>
<u>Taxiway B Drainage</u>	1. Completion of Drainage	As Builts
<u>Apron Rehab</u>	2. Completion of Apron Rehab	As Builts
<u>Equipment Building</u>	3. 30% Design 60% Design 90% Design Equipment Building	30% Plans 60% Plans 90% Plans As Builts

## AVIATION PROGRAM ASSURANCES

FINANCIAL PROJECT NO.: 42754919411

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

## AVIATION PROGRAM ASSURANCES

- 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**

## AVIATION PROGRAM ASSURANCES

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

## AVIATION PROGRAM ASSURANCES

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

## AVIATION PROGRAM ASSURANCES

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**

## AVIATION PROGRAM ASSURANCES

- 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 aviation 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.

## AVIATION PROGRAM ASSURANCES

- 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.

## AVIATION PROGRAM ASSURANCES

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.

## AVIATION PROGRAM ASSURANCES

(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**

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
N/A	N/A	\$ .00

Compliance Requirements

- 1.
- 2.
- 3.

**STATE RESOURCES**

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
FDOT	55.004	\$35,000.00

Compliance Requirements

- 1.
- 2.
- 3.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
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.

EXHIBIT D-1

**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



## Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

2198 Edison Avenue  
Jacksonville, FL 32204-2730

STEPHANIE C. KOPELOUSOS  
SECRETARY

September 14, 2010

Woody Boynton  
201 N. 2<sup>nd</sup> Street  
Palatka Fl. 32177

**RE: F.P. 42754919411**

Dear Mr. Boynton:

We are pleased to enclose an original Joint Participation Agreement (JPA) for the above referenced project. I will need the *JPA, your resolution, and exhibit A-1* signed before returning, so that the JPA can be executed. New contract language has been added to the exhibits list below and language that will be required to add to your resolution:

- 1) Refer to Exhibit B-1 for measurables and milestones for invoicing.
- 2) Please review exhibit "A" for new contract language.

### Required Resolution Language

- 3) The           (position title)          , or his authorized designee, is authorized to execute the Joint Participation Agreement (JPA) including any Supplemental Joint Participation Agreements (SJPA) for the purpose of Scope Changes and/or funding adjustments, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project.

The           (position title)          , or his authorized designee, is authorized to sign requests for Contract Time Extension(s), as may be required in support of the project.

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/Transit Specialist

*Agenda  
Item*

9

**RESOLUTION NO. 8-81**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA SUPPORTING POLICIES THAT FOCUS ON HEALTH AND WELLNESS, CONTINUING EDUCATION, AND HEALTHIER LIFESTYLES IN ALL COMMUNITIES**

**WHEREAS**, many cities, counties, and schools have adopted policies, programs, and ordinances that promote healthy lifestyles by making their communities walkable, promoting youth and senior activities, eliminating the sale of junk food in city, county, or school facilities, providing incentives for stores that sell fresh produce to locate in depressed neighborhoods, and providing exercise opportunities for their residents; and

**WHEREAS**, city officials believe there are important, long-term community benefits to be gained by encouraging healthy lifestyles, including a decrease in the rate of childhood obesity and its negative health-related impacts; and

**WHEREAS**, cities and other community partners can work together to understand the relationship between obesity, land-use policies, redevelopment, and community planning; and

**WHEREAS**, cities and other community partners can work together to ensure that there are safe places for their residents to be active such as in parks, ball fields, pools, gyms, and recreation centers; and

**WHEREAS**, access to healthy foods has a direct impact on the overall health of our community and planning for fresh food, open space, sidewalks, and parks should be a priority; and

**WHEREAS**, the Florida League of Mayors has partnered with the Healthy Eating Active Living (HEAL) Cities Campaign to provide training and technical assistance to help city officials adopt policies that improve their communities' physical activity and retail food environments; and

**WHEREAS**, the Florida League of Mayors support the *Let's Move!* Campaign headed by the First Lady of the United States, the President's Task Force on Childhood Obesity and Secretary of Health and Human Services' in an effort to solve the challenge of childhood obesity within a generation.

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

SECTION 1. The City of Palatka supports preventative measures to fight obesity as set forth by the First Lady of the United States of America in the *Let's Move* campaign;

SECTION 2: That the City of Palatka supports efforts to (1) help parents make healthy family choices, (2) create healthy schools, (3) provide access to healthy and affordable foods, and (4) promote physical activity.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of October, 2010.

**CITY OF PALATKA**

**ATTEST:**

\_\_\_\_\_  
By: Its **MAYOR**

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

**Draft Resolution the LET'S MOVE CAMPAIGN**

**RESOLUTION RELATED TO THE LET'S MOVE CAMPAIGN**

WHEREAS, the City of \_\_\_\_\_ supports policies that focus on health and wellness, continuing education, and healthier lifestyles in all communities; and

WHEREAS, many cities, counties, and schools have adopted policies, programs, and ordinances that promote healthy lifestyles by making their communities walkable, promoting youth and senior activities, eliminating the sale of junk food in city, county, or school facilities, providing incentives for stores that sell fresh produce to locate in depressed neighborhoods, and providing exercise opportunities for their residents; and

WHEREAS, city officials believe there are important, long-term community benefits to be gained by encouraging healthy lifestyles, including a decrease in the rate of childhood obesity and its negative health-related impacts; and

WHEREAS, cities and other community partners can work together to understand the relationship between obesity, land-use policies, redevelopment, and community planning; and

WHEREAS, cities and other community partners can work together to ensure that there are safe places for their residents to be active such as in parks, ball fields, pools, gyms, and recreation centers; and

WHEREAS, access to healthy foods has a direct impact on the overall health of our community and planning for fresh food, open space, sidewalks, and parks should be a priority; and

WHEREAS, the Florida League of Mayors has partnered with the Healthy Eating Active Living (HEAL) Cities Campaign to provide training and technical assistance to help city officials adopt policies that improve their communities' physical activity and retail food environments; and

WHEREAS, the Florida League of Mayors support the *Let's Move!* Campaign headed by the First Lady of the United States, the President's Task Force on Childhood Obesity and Secretary of Health and Human Services' in an effort to solve the challenge of childhood obesity within a generation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_, THAT:

SECTION 1. The City of \_\_\_\_\_ supports preventative measures to fight obesity as set forth by the First Lady of the United States of America in the *Let's Move* campaign;

SECTION 2: That the City of \_\_\_\_\_ supports efforts to (1) help parents make healthy family choices, (2) create healthy schools, (3) provide access to healthy and affordable foods, and (4) promote physical activity.

//////////

## Betsy Driggers

---

**From:** Jenny Anderson [janderson@flicities.com]  
**Sent:** Friday, September 24, 2010 11:53 AM  
**To:** Betsy Driggers  
**Subject:** Resolution supporting the Let's Move Cities & Towns Campaign  
**Attachments:** RESOLUTION Lets Move Campaign.doc

September 24, 2010

Dear Mayors:

At this month's Florida League of Mayors Board of Directors meeting, the board voted to adopt a resolution supporting the Let's Move Cities & Towns Campaign. This is an initiative by First Lady Michelle Obama calling on mayors and elected officials across the country to help solve the problem of childhood obesity. Her goal is to do what we can to reverse the nation's childhood obesity epidemic within a generation.

Let's Move Cities and Towns targets one of America's gravest public health threats and emphasizes the critical leadership mayors and other city leaders can provide to spur local action. Participating cities and towns agree to take simple steps that promote healthy eating and physical activity, choosing strategies that make sense for their own communities.

Let's Move Cities and Towns encourages municipal officials to adopt a long-term, sustainable and holistic approach to childhood obesity. Once a municipality signs up as a prospective Let's Move City or Let's Move Town, the city will choose at least one significant action to take in the following 12 months.

Mayors are encouraged to adopt the attached resolution and sign up as a Let's Move City/Town.

Once adopted send a copy to:

Anton Gunn, Regional Director

U.S. Department of Health and Health Services

61 Forsyth Street, South West, Suite 5B-95

Atlanta, Georgia 30303-8909

For more information or to sign up online for Let's Move Cities and Towns, please visit [www.hhs.gov/intergovernmental/letsmove/index.html](http://www.hhs.gov/intergovernmental/letsmove/index.html).

Sincerely,

John Charles Thomas, Executive Director

*Agenda  
Item*

**10**

**CITY OF PALATKA CITY COMMISSION  
AGENDA ITEM**

**ITEM:** Public hearing to amend Section 70-31 to include provisions for merchandise and other items on the city sidewalk in the Downtown Business (DB) and Downtown Riverfront (DR) zoning districts; related sections of Section 94-162; and Section 18-271 Appendix A Fee Schedule. First reading.

**DEPARTMENT:** Building & Zoning

---

**AGENDA SECTION:** Public hearing item

---

**ATTACHMENTS:** 1. Proposed Ordinance  
2. August 31, 2010 Workshop minutes

**DATE:** October 14, 2010  
with second reading  
on October 28, 2010

---

**SUMMARY HIGHLIGHTS:**

The City Commission held workshops with the downtown property/business owners on July 27<sup>th</sup> and August 31<sup>st</sup> to discuss proposed amendments to Section 70-31 Placing merchandise, benches or other obstructions in sidewalk.

On October 5, 2010, the City Attorney provided written comments to staff which have been incorporated into the proposed ordinance.

Staff requested comments from those Planning Board members present at the October 5, 2010 Planning Board meeting, however, since there was no quorum no formal recommendation was made. By consensus, they approved the ordinance with a couple of minor changes which have been included.

---

**RECOMMENDED ACTION:**

Approval of the attached ordinance to amend Section 70-31 as it pertains to the Downtown Business (DB) and Downtown Riverfront (DR) zoning districts; related section of Section 94-162; and Section 18-271 Appendix A Fee Schedule.

---

**AGENDA ITEM NUMBER:**

**AGENDA PAGE NUMBER:**

1 This instrument prepared by:  
2 Debbie Banks and Betsy Driggers  
3 201 N 2<sup>nd</sup> Street  
4 Palatka, Florida 32177  
5  
6  
7

8 **ORDINANCE NO. 10-\_\_\_\_\_**

9 **AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA**  
10 **AMENDING THE PALATKA MUNICIPAL CODE, CHAPTER 70,**  
11 **SIDEWALKS; CHAPTER 94, ZONING; AND APPENDIX A, FEE**  
12 **SCHEDULE OF THE PALATKA MUNICIPAL CODE**  
13 **REGARDING PLACING MERCHANDISE, BENCHES OR OTHER**  
14 **OBSTRUCTIONS IN SIDEWALK; PROVIDING FOR A PERMIT**  
15 **FEE; PROVIDING FOR FINES AND PENALTIES; PROVIDING**  
16 **FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

17 **WHEREAS,** The City Commission of the City of Palatka, Florida is charged with  
18 providing for the health and safety of its citizens: and

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

23 **WHEREAS,** the Palatka City Commission recognizes the need to enhance and encourage  
24 economic development opportunities in its Downtown Central Business District; and

25 **WHEREAS,** the Palatka City Commission, having held workshops and taken public  
26 comment on the matter, has recognized the need to revise Chapter 70 of its Code of Ordinances to  
27 allow for the placing of merchandise, seating, signs or displays on sidewalks by merchants in the  
28 Downtown Riverfront and Downtown Business Districts in order to promote economic  
29 development, with certain restrictions and requirements as set forth by this Ordinance in order to  
30 protect the citizens of the City of Palatka from any adverse affects of allowing such sidewalk  
31 displays and/or obstructions as prescribed by this Ordinance.

32 **NOW THEREFORE BE IT ENACTED BY THE CITIZENS OF THE CITY OF PALATKA,**  
33 **FLORIDA:**

34  
35 **Section 1.** That Chapter 70, Article II, Sidewalks, Division I, Section 31 shall be amended to read  
36 as follows:

37  
38 **Sec. 70-31. Placing merchandise, benches or other obstructions in sidewalk.**  
39

1 (a) Except as otherwise provided in section 70-1, it shall be unlawful for any person to place,  
2 put or leave any goods, wares, merchandise, boxes, benches or other obstructions of any  
3 nature whatsoever on any part of the sidewalks along the streets of the city ~~outside the~~  
4 ~~property line of the streets~~ except that in the Downtown Riverfront (DR) and Downtown  
5 Business (DB) zoning districts business owners may obtain a permit to do so in  
6 conformance with the following conditions:  
7

- 8 1. Merchandise may be placed on the city sidewalk up to two (2) feet outside of and beyond  
9 the property line housing the permanent retail operation not to exceed more than fifty  
10 percent (50%) of the building frontage.
- 11 2. No sales may take place in the right-of-way.
- 12 3. Placement of all merchandise must adhere to the requirements of the Americans with  
13 Disabilities Act and all other applicable standards. A path along the sidewalk at least 48  
14 inches in width shall remain clear and free of obstructions at all times.
- 15 4. Displays of merchandise may not obstruct ingress to or egress from the building.
- 16 5. No electricity may be used in conjunction with the display of merchandise, for artificial  
17 light or any other purpose. Electrical goods which are not plugged in may be displayed.
- 18 6. All merchandise must be brought in at the close of business each day.
- 19 7. All merchandise and supporting structures shall be kept clean and in good repair.
- 20 8. Planters will be allowed to remain outside at all times provided they are at least 18" in  
21 height and maintained at all times.
- 22 9. Real estate boxes, newspaper racks and package/letter drop-off containers must be  
23 permitted and installed to code.
- 24 10. A-frame signs/sandwich signs/menu boards must be permitted
- 25 11. Benches or seats for occupancy by persons may be placed and maintained on and along  
26 the sidewalks of the city provided they are maintained by the owner or occupant of the  
27 abutting property in a safe and sightly condition and no part thereof extends more than 2  
28 ½ feet outside of and beyond the property line of such owner. No signage will be allowed  
29 on any portion of the bench or seat for occupancy.
- 30 12. Open air dining on public sidewalks is allowed as a conditional accessory use in the DB  
31 and DR zoning districts and is subject to the following:

- 1 a. The 48” clear path referenced in paragraph A.3 above must be maintained.
- 2 b. No obstruction shall be placed within 18” of the face of any curb, within five feet of
- 3 any fire hydrant, fire exit, or building entry.
- 4 c. Open air dining shall be allowed to exceed the 50% limitation of building frontage if
- 5 approved by the Planning Board.
- 6 d. The storage and preparation of food or drinks is prohibited in the open air dining area.
- 7 e. In the event of foul weather including winds, all tables, chairs, table accessories, trash
- 8 or other debris shall be secured or removed to the extent that same is reasonably
- 9 possible, and so as to minimize the risk to public safety from flying debris, etc.
- 10 f. Any and all food and beverage spills shall be promptly cleaned up. All trash and
- 11 debris within and around the open air dining area shall be picked up immediately and
- 12 not allowed to collect, litter or blow into the public right-of-way.
- 13 g. Open air dining areas shall be sufficiently lighted so as to adequately illuminate the
- 14 dining boundaries and adjacent pedestrian walkways in such a manner as to allow
- 15 safe negotiation of potential obstructions with such areas.
- 16 13. Each business owner placing anything on the city sidewalk must provide a Certificate of
- 17 Insurance evidencing a policy of liability insurance naming the business owner as insured
- 18 and naming the city as additional insured with regard to coverage for claims for personal
- 19 injury, death, and property damage in the amount of \$500,000 per person and \$1,000,000
- 20 per accident for personal injury/death and \$300,000 for property damage.
- 21 14. Each business owner placing anything on the city sidewalk must sign appropriate
- 22 documents upon demand by the City agreeing to hold the city harmless and indemnify the
- 23 City against any claims, demands, suits, or causes of action, and against any costs
- 24 incurred by the City in defending itself against any of same, arising or allegedly arising
- 25 from or as a result of the business owner’s placement of anything on the city sidewalk as
- 26 is otherwise permitted by this ordinance.
- 27
- 28 (b) Violations:
- 29 • First offense – written warning
- 30 • Repeat offense - A fine of \$25 per occurrence will be charged for each day a violation
- 31 of this ordinance is found following the initial warning.

1  
2 ~~provided that benches or seats for occupancy by persons may be placed and maintained on and~~  
3 ~~along the sidewalks of the city provided they are maintained by the owner or occupant of the~~  
4 ~~abutting property in a safe and sightly condition and no part thereof extends more than 24 inches~~  
5 ~~outside of and beyond the property line of such owner, and provided further that g~~ Goods and  
6 merchandise delivered to duly licensed merchants and operators of places of business in the city  
7 may be deposited and left on the sidewalks immediately in front of the places of business of such  
8 merchants and operators between the hours of 12:00 midnight and 8:00 a.m. of the next morning  
9 when and where any such place of business is not then open or has no storage area to receive  
10 such goods and merchandise at the time of delivery. The leaving of any goods or merchandise on  
11 the sidewalks of the city after 8:00 a.m. of the morning of delivery shall be and constitute a  
12 violation of this section by the merchant or operator of the place of business to whom such  
13 delivery is made.

14 (c) Permit/Fee – No person or business owner shall place any item on the sidewalk in  
15 violation of the City’s ordinances without having first obtained a permit issued by the  
16 City under the authority of this section. The application for such permit shall be  
17 accompanied by proof of insurance and an indemnification statement. The permit fee  
18 shall be as set forth in Appendix A schedule of fees. Permits will automatically renew  
19 in following years with the business owner’s Business Tax Receipt. A new certificate of  
20 insurance and indemnification will be required each year.  
21

22 **SECTION 3:** That Chapter 94, Zoning, Division III, Districts, Division 2, Section 161, DR  
23 Downtown Riverfront District, Paragraph (b) shall be amended to read as follows:

24 **Sec. 94-162. DR downtown riverfront district.**

25 (b) *Permitted principal uses, activities, and structures.* Unless otherwise expressed herein,  
26 uses not specifically listed as permitted shall be prohibited. Sale, display preparation, and  
27 repair incidental to sales and storage shall be conducted on private property only with the  
28 exception of items allowed on the sidewalk per Section 70-31. Permitted principal uses,  
29 activities, and structures in the Downtown Riverfront District are as follows:  
30

1 **SECTION 4.** That all other provisions under Chapter 94, Article III, Districts, Division 2,  
2 Section 161, Downtown Riverfront District, Paragraph (b) shall remain the same.

3  
4 **SECTION 5:** That Chapter 94, Article III, Districts, Division 2, Section 162, DB Downtown  
5 Business District, Paragraph (b) shall read as follows:

6 **Sec. 94-162. DB downtown business district.**

7 (b) *Permitted principal uses, activities, and structures.* Unless otherwise expressed herein,  
8 uses not specifically listed as permitted shall be prohibited. Sale, display preparation, and  
9 repair incidental to sales and storage shall be conducted on private property only with the  
10 exception of items allowed on the sidewalk per Section 70-31. Permitted principal uses  
11 and structures in the downtown business (DB) district are as follows:

12  
13 **SECTION 6.** That all other provisions under Chapter 94, Article III, Districts, Division 2,  
14 Section 162, DB Downtown Business District, Paragraph (b) shall remain the same.

15  
16 **SECTION 7:** That Appendix A, Fee Schedule, Chapter 18, Building & Building Regulations,  
17 Section 268, Permit and Inspection Fees, shall be amended to add the following:

18 18-271. Permit fee for placing wares/items on sidewalk in DB and DR zoning districts.....\$25

19  
20 **SECTION 8.** That all other provisions under Appendix A, Chapter 18 shall remain the same.

21  
22  
23 **SECTION 9.** Should any section, subsection, sentence, clause, phrase or portion of this Ordinance  
24 be held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be  
25 deemed a separate distinct and independent provision and shall not affect the validity of the  
26 remaining portion.

27  
28 **SECTION 10.** A copy of this Ordinance shall be furnished to the Municipal Code Corporation for  
29 insertion in the Code of Ordinances for the City of Palatka, Florida.

1 **SECTION 11.** This Ordinance shall become effective upon passage as provided by law.

2  
3 **PASSED AND ADOPTED** by the City Commission of the City of Palatka on this \_\_\_ day  
4 of \_\_\_\_\_, 2010.

5  
6 **CITY OF PALATKA**

7  
8 **BY:** \_\_\_\_\_  
9 **Its Mayor**

10 **ATTEST:**

11  
12  
13 \_\_\_\_\_  
14 **City Clerk**

15  
16  
17 **APPROVED AS TO FORM AND CORRECTNESS**

18  
19  
20 \_\_\_\_\_  
21 **City Attorney**



KARL N. FLAGG  
MAYOR - COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS  
COMMISSIONER

VERNON MYERS  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



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

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

BETSY JORDAN DRIGGERS  
CITY CLERK

RUBY M. WILLIAMS  
FINANCE DIRECTOR

GARY S. GETCHELL  
CHIEF OF POLICE

MICHAEL LAMBERT  
CHIEF FIRE DEPT.

DONALD E. HOLMES  
CITY ATTORNEY

**MINUTES**  
**CITY OF PALATKA WORKSHOP**  
PALATKA CITY COMMISSION – DOWNTOWN MERCHANTS  
August 31, 2010 – 6:00 p.m.

Proceedings of a workshop meeting of the City Commission of the City of Palatka, Florida, called to be held on the 31<sup>st</sup> day of August, 2010 at 6:00 p.m.

PRESENT: Mayor Karl N. Flagg  
Commissioner Mary Lawson Brown  
Commissioner Allegra Kitchens  
Commissioner Vernon Myers

ABSENT: Commissioner James Norwood, Jr.

Also Present: City Manager Elwin C. Boynton, Jr.; City Clerk Betsy Jordan Driggers; Police Chief Gary Getchell; Chief Building Official Joff Filion

**CALL TO ORDER:** Mayor Flagg called the meeting to order at 6:00 p.m. and read the following call, which was issued August 10, 2010:

**August 10, 2010**

TO MESSRS: MARY LAWSON BROWN, ALLEGRA KITCHENS, VERNON MYERS, Jr.  
AND JAMES NORWOOD, Jr.:

You are hereby notified that a workshop meeting of the Palatka City Commission is called to be held on Tuesday, August 31, 2010, at the regular meeting place of the Palatka City Commission, Palatka City Hall, 201 N. 2<sup>nd</sup> Street, Palatka, Florida, to commence at 6:00 p.m.

The purpose of the meeting is to hold a joint workshop with the Downtown Merchants to discuss Municipal Code revisions to allow sidewalk displays in the Central Business District.

*/s/ Karl N. Flagg*  
Karl N. Flagg, MAYOR

The following Commissioners acknowledged receipt of a copy of the foregoing notice of a special meeting on the 10<sup>th</sup> day of August, 2010.

Isl Mary Lawson Brown  
COMMISSIONER

Isl Vernon Myers  
COMMISSIONER

Isl James Norwood, Jr.  
COMMISSIONER

Isl Allegra Kitchens  
COMMISSIONER

**INVOCATION** – Police Chief Gary Getchell

**PLEDGE OF ALLEGIANCE** – Mayor Karl N. Flagg

Merchants Present:

Angela Murtagh, 726 St. Johns Ave. (Angela's)  
Dana Gooding, 330 St. Johns Ave. (The Bicycle Shop)  
Sam Deputy, 623 St. Johns Ave. (Graphics II)  
Lavinia Moody, 520 Oak St.  
Tish Leary, 605 St. Johns Ave. (Ralph's House of Flowers)  
Shirley Crooms, 729 St. Johns Ave.  
William Ennis, 714 St. Johns Ave. (Downtown Blues)  
Mary Rhadigan, 225 St. Johns Ave. (The Art Shoppe)  
Kathleen Patricia, 212 St. Johns Ave. (The Ruby Slipper)  
Chris Smooi, 922 St. Johns Ave.  
Alexander Altman, 922 St. Johns Ave.  
Gerry Miller, 201/305 St. Johns Ave.  
Linda Myers, 1401 Reid St. (Dunkin' Donuts/Baskin Robbins)  
Robert Griffith, 510 Mulholland, representing Ruth Burk  
Ken Venables, 2002 Cherry Lane

Mayor Flagg said Debbie Banks, Director of Building & Zoning, was unable to attend tonight but offered an ordinance for discussion. He read her cover memorandum into the record (filed).

Mr. Boynton said under Sections 12 and 13, Insurance, page 2, Mr. Holmes suggests Section 12 read, "Each business owner placing anything on the city sidewalk must provide a Certificate of Insurance evidencing a policy of liability insurance naming the business owner as insured and naming the city as additional insured with regard to coverage for claims for personal injury, death, and property damage in the amount of \$5000,000 per person, \$1,000,000 per accident for personal injury/death and \$300,000 for property damage."

Mr. Boynton said Mr. Holmes suggests Section 13 should read, "Each business owner placing anything on the city sidewalk must sign appropriate documents upon demand by the City agreeing to hold the city harmless and indemnify the City against any claims, demands, suits, or causes of action, and against any costs incurred by the City in defending itself against any of same, arising or allegedly arising from or as a result of the business owner's placement of anything on the city sidewalk as is otherwise permitted by this ordinance." Mr. Boynton said Mr. Holmes indicated he had modified the draft ordinance as attached, and doesn't think the coverage amounts are excessive. He distributed copies of Mr. Holmes' memorandum.

Mayor Flagg said the ordinance will be discussed by section.

Division I, Sec. 70-31 - There was consensus on Items 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13.

Clarification on #8 to determine if the 24" includes the height of the plant will be obtained. Mayor Flagg said he'd like to stick with the height of the planter, and if the

height needs to be dropped to 18" that can be considered. Mr. Filion said traffic obstruction regulations dictate that, on a corner lot, anything inside 30 feet from the center of the intersection throughout an area shaped like a pyramid cannot be over 30" high. There was consensus that 18" would suffice. Discussion ensued regarding impeding private parking areas with planters, and planters on corners within the "obstruction pyramid." Regarding deciding whether property is private or public, Mayor Flagg said a survey should serve to determine ownership.

As to #9, Mayor Flagg said the owners of newspaper/magazine boxes should be officially notified of the first reading of the ordinance. He would also like to see some conformity in how the boxes look and where they are placed. Commissioner Kitchens said when the Palatka Daily News was contacted about their boxes the Editor started quoting "freedom of the press" laws.

As to #10, there was consensus to add the caveat regarding obstruction of intersection by A-frame signs into the ordinance.

As to #11, Kathleen Patricia asked if she can place a table and two chairs between the tree/bench in front of her building and the street. There was a consensus to have Mr. Filion investigate the site. Per discussion, this is on the curb. Commissioner Brown said they are looking at doing eco-tourism and they may need to make changes to benefit people who come here to spend their money. As they look at these things their vision should be broad. They should be looking into the future. Commissioner Kitchens read from the ordinance that benches and seats shall only be placed up to 24" from the building. There was a consensus to use "property line" instead of "building" for consistency. Mr. Boynton said one of the examples they looked at allotted for café seating. They will look at that. This is meant to apply to merchandise and not seating. They may be able to add a section to accommodate that. Mr. Deputy noted if you put seating out, you have no control over who sits there. If someone is being problematic, you can call the police, but this is seating on public property.

Numbers 12 and 13 were amended by the City Attorney; refer to his memorandum (filed).

Mrs. Murtagh said she is afraid if unethical people know they have this insurance coverage they will hurt themselves intentionally. Mayor Flagg noted they can walk into her shop and hurt themselves intentionally now. Chris Smooi said his insurance is high and hard to obtain. He may not be able to get that much coverage for his sandwich sign. Mrs. Rhadigan said if she has to carry insurance on her flower planters, she will take them up. She can take her sign up. There was a consensus for all to contact their insurance companies to determine if there will be a cost.

Kathleen Patricia asked if the names of their businesses are going to be added to the Downtown Palatka sign. Mr. Deputy said Jonathan Griffith is working on a signage plan for downtown.

Violations – no comments were made.

There was a consensus that the final section (Line 27 at the bottom of page 2, through line 4 on top of page 3) could be revised or be updated.

Permit – There was no objection or comment to the permit itself, but Mrs. Murtagh suggested dropping it to \$15.00. Mr. Filion said they don't do anything under \$25.00 and it is only a 1-time fee, provided you renew on time.

There was no comment regarding revisions to Sec. 94-161 and 94-162, which makes note of these exemptions.

The permit application was discussed and there were no comments offered.

Mayor Flagg read a letter from Jennifer Harrell, 320 St. Johns Ave., into the record supporting this proposed ordinance.

Closing comments were heard from business owners.

Sam Deputy said they have been working to figure out how they can be more "friendly" as a daytime destination. They need an information center and don't have one. The Chamber has a visitor room, but they are not open on Saturday or Sunday and you can only be in the visitor room if you are a member. They'd like to have a kiosk open seven days per week where business can place their information. They'd like to work with Building & Zoning on putting two A-frames on Reid Street to contain local tourist information and signage. They can't rely on merchants and their employees to disseminate this information.

Shirley Crooms said she has approached her store by auto by every way possible. She is going to get some nice planters to go flat up against her building wall, not on the ground, and put lettering on her building to attract customers.

Gerry Miller said they rely a lot on the Pennysaver for advertisement. Also, if anyone gets the chance he suggested going to Downtown Deland, which gets a lot of action, as does Mt. Dora.

In order to provide uniformity throughout the ordinance, it was clarified that each reference to distance should read "30 inches from the property line" by Mayor Flagg.

Kathleen Patricia said they need to get the word out that they are on St. Johns Avenue to make sure people know that businesses are on that street. Mrs. Murtagh suggested she put something on the back of her building, which faces US Hwy 17. Ms. Patricia said she thinks signs along the rear of those buildings look ugly.

Chris Smooi said he is concerned with the purchase and cost of liability insurance.

Mrs. Murtagh asked if this covers the (unintelligible). Mr. Deputy said that's already allowed; you just have to get a special permit for it.

Linda Myers concurred with Commissioner Brown's comment regarding planning for Palatka's future.

Ken Venables said this is a risk management tool for both the city and businesses. This is beneficial for businesses, too. They should include this in their plan. Also, this doesn't seem to cover festivals.

Mr. Venables noted on Page 3, under Violations – there is no timeline under which the violation should be corrected. It was pointed out that the fine begins after the first day of violation.

Commissioner Brown said she has small flower pots around her business but they are on her own property. She thanked staff for coming up with a solution. She thanked participants for helping to come up with a solution.

Commissioner Kitchens concurred and thanked all for their input. She is pleased with the ordinance. Out of 37 municipalities contacted about this, only a few allowed something on the sidewalks with stringent restrictions. Most of them did not. This covers the City's liability without putting undue burden on the merchants.

Commissioner Myers said this ordinance is pro-business and the Commission is pro-business. They need to work to revitalize downtown. This is an important step along that path.

Mayor Flagg suggested that all of the information that has been compiled be given to Mrs. Banks and a first reading should be scheduled for October 14. This will provide time to get the draft ordinance out well in advance.

Mr. Boynton said they will take care of the aesthetics on Hwy 17 through the CDBG grant the City has applied. Signage is coming. He looks forward to next year and asks for everyone's patience.

ADJOURN - There being no further discussion, the workshop was adjourned at 7:30 p.m. upon a motion by Commissioner Brown.

*Agenda  
Item*

**11**

**CITY OF PALATKA CITY COMMISSION  
AGENDA ITEM**

**ITEM:** Public hearing to amend Section 78-162 pertaining to Business Taxes to allow the levy of a business tax on those insurance companies doing business in the City regardless of whether a permanent location is maintained. First reading.

**DEPARTMENT:** Building & Zoning

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**AGENDA SECTION:** Public hearing item

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**ATTACHMENTS:** 1. Proposed Ordinance  
2. Email letter from the Florida League of Cities

**DATE:** October 14, 2010  
with second reading  
on October 28, 2010

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**SUMMARY HIGHLIGHTS:**

On September 10, 2010 Permit Clerk Pam Sprouse received an email from Russell F. Winch with the Florida League of Cities advising her that the League had reviewed the City's Business Tax Ordinance and recommended additional language to comply with Florida Statute 205.042. This has been accomplished in the attached ordinance by adding the following item:

(c) Any person who does not qualify under subsection (a) or subsection (b) and who transacts any business or engages in any occupation or profession in interstate commerce, if the business tax is not prohibited by section 8 of Article I of the United States Constitution.

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**RECOMMENDED ACTION:**

Approval of the attached ordinance to amend Section 78-162 per the Florida League of Cities' recommendation.

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**AGENDA ITEM NUMBER:**

**AGENDA PAGE NUMBER:**

September 10, 2010 email to Pam Sprouse, Permit Clerk

Dear Ms. Sprouse,

Upon review of your business tax ordinance, we recommend a change in the wording of Section 78-162. Currently, this paragraph refers to a business tax required of anyone who maintains a permanent business location in the city. As you know, Florida cities are allowed to levy a business tax on insurance companies that do business in the city, regardless of whether a permanent location is maintained. However, this provision limits the city's authority to collect taxes from this source.

Therefore, we recommend changing the language of this paragraph to comply with Florida Statute 205.042, which allows for this type of levy. The recommended language would make the following requirements, in accordance with state law:

The business tax may be levied on:

- (1) Any person who maintains a permanent business location or branch office within the municipality, for the privilege of engaging in or managing any business within its jurisdiction.
- (2) Any person who maintains a permanent business location or branch office within the municipality, for the privilege of engaging in or managing any profession or occupation within its jurisdiction.
- (3) Any person who does not qualify under subsection (1) or subsection (2) and who transacts any business or engages in any occupation or profession in interstate commerce, if the business tax is not prohibited by section 8 of Article I of the United States Constitution.

Subsection (3) above is the key paragraph which is missing from the city's current ordinance. Once this change has been made, please forward to us a copy of the new ordinance for our file. Please let us know if you have any questions or require any further information.

Thank you,  
Russell F. Winch  
888-255-0434

Florida League of Cities  
P.O. Box 1757  
Tallahassee, FL 32302-1757

This instrument prepared by:  
Debbie. Banks  
201 N 2<sup>nd</sup> Street  
Palatka, Florida 32177

**ORDINANCE NO. 10 - \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA AMENDING CHAPTER 78, ARTICLE V, SECTION 78-162 OF THE CITY MUNICIPAL CODE PERTAINING TO BUSINESS TAXES TO REFLECT STATUTORY LANGUAGE RELATIVE TO THE LEVY OF A BUSINESS TAX ON INSURANCE COMPANIES DOING IN BUSINESS IN THE CITY, REGARDLESS OF WHETHER A PERMANENT LOCATION IS MAINTAINED; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Florida League of Cities has reviewed Section 78-162 of the city's Municipal Code; and

**WHEREAS**, the Florida League of Cities recommends that Section 78-162 be amended to comply with Florida Statute 205.402 to levy a business tax on all insurance companies doing business in the City of Palatka, regardless of whether a permanent location is maintained within the Palatka city limits.

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

**SECTION 1: That Section 78-162 of the Code of Ordinances is hereby amended to include item (c) below:**

- (c) Any person who does not qualify under subsection (a) or subsection (b) and who transacts any business or engages in any occupation or profession in interstate commerce, if the business tax is not prohibited by section 8 of Article I of the United States Constitution.

**SECTION 2. 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 3. SEVERABILITY**

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**SECTION 4. EFFECTIVE DATE**

This Ordinance shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida  
this 14<sup>th</sup> day of October, 2010.

**CITY OF PALATKA**

By: \_\_\_\_\_  
Its **MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
**CITY ATTORNEY**

*Agenda  
Item*

*12*

**CITY OF PALATKA CITY COMMISSION  
AGENDA ITEM**

**ITEM:** Flood Damage Prevention Ordinance -  
A request to repeal ordinance 80-7 and  
to adopt a new ordinance regarding  
flood regulations and the flood maps.

**DEPARTMENT:** Building & Zoning

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**AGENDA SECTION:** Regular agenda requiring Commission action

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<b>ATTACHMENTS</b>	1. Planning Board Minutes from 10-5-2010	<b>DATE:</b> First reading: October 14, 2010 and 2 <sup>nd</sup> reading on October 28, 2010
	2. Flood ordinance in strike-through/underline	
	3. Flood ordinance – clean copy	
	4. Community Assistance Contact Report	

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**SUMMARY HIGHLIGHTS:**

State of Florida Emergency Management Office of Floodplain Management Specialist Steve Martin scheduled a Community Assistance Contact Conference with Joff Fillion (Chief Building Official) and Debbie Banks (Director of Building & Zoning) on June 21, 2010 to discuss the City's current flood damage prevention ordinance. As a result of that conference an amendment to the City's ordinance was found to be necessary. A draft ordinance was prepared and forwarded via email to Mr. Martin and then on to Henrietta Williams with FEMA for their review. They have both approved the amendment language. The city is required to update the ordinance and incorporate the new digital Flood Insurance Rate Maps by November 30, 2010.

FEMA's suggested language was followed and changes include:

- the addition of several definitions,
- a permit procedure section,
- a revised section with additions pertaining to the responsibilities of the Floodplain Administrator,
- provisions for flood hazard reduction,
- specific standards for construction,
- variance procedures,
- and the adoption of the new digital Flood Insurance Rate maps.

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**RECOMMENDED ACTION:**

Staff recommends approval of the request to adopt the ordinance.

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**AGENDA ITEM NUMBER:**

**AGENDA PAGE NUMBER:**

This instrument prepared by:  
Debbie Banks and Betsy Driggers  
201 N 2<sup>nd</sup> Street  
Palatka, Florida 32177

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF PALATKA FLORIDA, REPEALING CITY OF PALATKA ORDINANCE 87-14 AND ADOPTING THE CITY OF PALATKA FLOOD PREVENTION ORDINANCE; STATING THE STATUTORY AUTHORITY, FINDINGS OF FACT, PURPOSES AND OBJECTIVES THEREOF; PROVIDING DEFINITIONS; STATING THE LANDS TO WHICH THE CHAPTER APPLIES AND BASIS FOR ESTABLISHING AREAS OF SPECIAL FLOOD HAZARD; ESTABLISHMENT OF DEVELOPMENT PERMITS; COMPLIANCE WITH APPLICABLE REGULATIONS; ABROGATION OF EXISTING AGREEMENT OR RESTRICTIONS; INTERPRETATION OF CHAPTER; WARNING AND DISCLAIMER OF LIABILITY; PENALTIES FOR VIOLATION OF ORDINANCE; PROVIDING FOR DEVELOPMENT STANDARDS, ADMINISTRATION; SPECIFIC STANDARDS; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palatka City Commission passed and adopted its Floodplain Ordinance No. 87-14 on June 25, 1987; and

**WHEREAS**, The National Flood Insurance Program requires the city to periodically update its Floodplain Ordinance to comply with national standards; and

**WHEREAS**, the National Flood Insurance Program requires the City to incorporate new Digital Flood Insurance Rate Maps (DFIRMs) into the Floodplain Ordinance.

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

**SECTION 1:** That Sections 38-1 through 38-75 of the City of Palatka Code of Ordinances are hereby amended to read as follows:

**ARTICLE I. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES**

**Sec. 38 – 1. Statutory authorization.**

The state legislature has, in F.S. ch. 166, delegated the responsibility to local governmental

units to adopt regulations designed to promote the public health, safety and general welfare of its citizenry. Therefore, the city commission does hereby ordain this chapter and adopt the following floodplain management regulations.

**Sec. 38-2 Findings of fact.**

- (a) The flood hazard areas of the city are not subject to periodic inundation which results in loss of life or property, health or safety hazards, disruptions of commerce or governmental services, extraordinary public expenditures for flood protection or relief or impairment of the tax base, all of which would adversely affect the public health, safety and general welfare.
  
- (b) The business and residential areas of the city are well above flood hazard areas. Elevations range from approximately five feet to 60 feet, running west from the St. Johns River. Approximately 350 acres on the north and northeast side of the city are bounded to the east by the St. Johns River and in the city limits. Land zoned AE is all undeveloped swamp or wooded areas at this time.

**Sec. 38-3. Relationship of Chapter to comprehensive plan.**

This ordinance implements the following policies of the city comprehensive plan 2010:

- (1) Future land use element:
  - a. Policy A.1.1.1.
  - b. Policy A.1.3.3.
  - c. Policy A.1.4.1.
  - d. Policy A.1.4.11.
  - e. Policy A.1.9.3.
  - f. Policy A.1.11.4.
  
- (2) Public facilities element:
  - a. Objective D.2.2.
  - b. Policy D.2.2.5.

**Sec. 38-4. Purpose of Chapter.**

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
  
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
  
- (3) Control the alteration of natural floodplains, stream channels and natural protective barriers which are involved in the accommodation of floodwater;
  
- (4) Control filling, grading, dredging and other development which may increase erosion or flood damage; and

- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwater or which may increase flood hazards to other lands.

#### **Sec. 38-5. Objectives of Chapter.**

The objectives of this ordinance are to:

- (1) Protect human life, health and to eliminate or minimize property damage;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, culverts and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas; and
- (7) Ensure that potential home buyers are notified that property is in a flood hazard area.

#### **Sec. 38-6. Definitions**

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Unless specifically defined in this section, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

*Accessory structure* (Appurtenant structure) means a structure that is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

*Addition (to an existing building)* means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common loadbearing wall other than a firewall. Any walled and roofed addition which is connected by a firewall or is separated by independent perimeter loadbearing walls is new construction.

*Appeal* means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance, or a request for a variance.

*Area of shallow flooding* means a designated AO or VO zone on a city's flood insurance rate map (FIRM) with base flood depths from one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

*Area of special flood hazard* means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

*Base flood* means the flood having a one percent chance of being equaled or exceeded in any given year.

(also called the “100-year flood” and the “regulatory flood”). Base flood is the term used throughout this ordinance.

*Base Flood Elevation* means the water-surface elevation associated with the base flood.

*Basement* means that portion of a building having its floor subgrade (below ground level) on all sides.

*Breakaway wall* means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

*Building*- see structure.

*Datum* means a reference surface used to ensure that all elevation records are properly related. The current national datum is the National Geodetic Vertical Datum (NGVD) of 1929, which is expressed in relation to mean sea level, or the North American Vertical Datum (NAVD) of 1988.

*Development* means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of materials.

*Elevated building* means a non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns (posts and piers), shear walls or breakaway walls.

*Encroachment* means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of a concrete footing) was completed before May 22, 1980.

*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of a concrete footing).

*Flood and flooding* means:

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
  - (1) The overflow of inland or tidal waters.
  - (2) The unusual and rapid accumulation or runoff of surface waters from any source.
  - (3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a) (2) of this definition and are akin to a river of liquid and flowing mud on the surface of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- b. The collapse or subsidence of land along a shore of a lake or other body of water as the result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a) (1) of this definition.

*Flood Boundary and Floodway Map (FBFM)* means the official map of the city on which the Federal Emergency Management Agency (FEMA) has delineated the areas of special flood hazard and regulatory floodways.

*Flood Hazard Boundary Map (FHBM)* means an official map of the city, issued by FEMA, where the boundaries of the areas of special flood hazard have been identified as only Approximate Zone A.

*Flood insurance rate map (FIRM)* means an official map of the city, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

*Flood Insurance Study (FIS)* means the official hydrology and hydraulics report provided by FEMA. The study contains an examination, evaluation, and determination of flood hazards, and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and other flood-related erosion hazards. The study may also contain flood profiles, as well as the FIRM, FHBM (where applicable), and other related data and information.

*Floodplain* means any land area susceptible to being inundated by water from any source (see definition of "flooding").

*Floodplain Administrator* is the individual appointed to administer and enforce the floodplain management regulations of the city.

*Floodplain management* means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where

possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

*Floodplain management regulations* means this ordinance and other zoning ordinances, subdivision regulations, building codes, and other applications of police power which control development in flood-prone areas. This term describes Federal, State of Florida, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

*Floodproofing* means any combination of structural and non-structural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

*Floodway* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

*Floodway fringe* means that area of the one-percent (base or 100-year) floodplain on either side of the regulatory floodway.

*Floor* means the top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

*Functionally dependent* use means a use which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, ship repair, or seafood processing facilities. The term does not include long-term storage, manufacture, sales or service facilities.

*Hardship* as related to variances from this ordinance means the exceptional difficulty associated with the land that would result from a failure to grant the requested variance. The city requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

*Highest adjacent grade* means the highest natural elevation of the ground surface, prior to the start of construction, next to the proposed walls of a structure.

*Historic Structure* means any structure that is:

- a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register:

- b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic or a district preliminarily determined by the Secretary to qualify as a registered historic district:
- c) Included in the Florida inventory of historic places (Florida Master Site File) and that has been determined to be eligible by the State Historic Preservation Officer or the Secretary of the Interior for listing on the National Register of Historic Places;
- d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  - 1. By the approved Florida program as determined by the Secretary of the Interior, or
  - 2. Directly by the Secretary of the Interior.

*Lowest adjacent grade* means the lowest elevation, after the completion of construction, of the ground, sidewalk, patio, deck support, or basement entryway immediately next to the structure.

*Lowest floor* means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design standards of this ordinance.

*Manufactured home* means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers and similar transportation structures placed on a site for 180 consecutive days or longer and intended to be improved property.

*Manufactured home park or subdivision* means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

*Market value* means the building value, which is the property value excluding the land value and that of the detached accessory structures and other improvements on site (as agreed to between a willing buyer and seller) as established by what the local real estate market will bear. Market value can be established by an independent certified appraisal (other than a limited or curbside appraisal, or one based on income approach), Actual Cash Value (replacement cost depreciated for age and quality of construction of building), or adjusted tax-assessed values.

*Mean sea level* means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD).

*National Geodetic Vertical Datum (NAVD)*, as corrected in 1929, is a vertical control used as a reference for establishing varying elevations within the floodplain.

*New Construction* means, for floodplain management purposes, any structure for which the

“start of construction” commenced on or after May 22, 1980. The term also includes any subsequent improvements to such structures. For flood insurance rates, structures for which the start of construction commenced on or after May 22, 1980, and includes any subsequent improvements to such structures.

*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of a concrete footing) is completed on or after the effective date of the first floodplain management code, ordinance or standard.

*North American Vertical Datum (NAVD) of 1988* means a vertical control used as a reference for establishing varying elevations within the floodplain.

*Principally above ground* means that at least 51 percent of the actual cash value of the structure is above ground.

*Program deficiency* means a defect in the city’s floodplain management regulations or administrative procedures that impairs effective implementation of those floodplain management regulations or of the standards required by the National Flood Insurance Program.

*Public safety and nuisance* means anything which is injurious to safety or health of the entire city or a neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

*Reasonably safe from flooding* means base flood waters will not inundate the land or damage structures to be removed from the SFHA and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

*Recreational vehicle* means a vehicle that is:

- a) Built on a single chassis;
- b) 400 square feet or less when measured at the largest horizontal projection;
- c) Designed to be self-propelled or permanently towable by a light duty truck; and
- d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

*Remedy a deficiency or violation* means to bring the regulation, procedure, structure or other development into compliance with State of Florida, Federal, or local floodplain management regulations; or if this is not possible, to reduce the impacts of its noncompliance. Ways the impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of this ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

*Riverine* means relating to, formed by, or resembling a river (including tributaries), stream,

brook, etc.

*Start of construction*, for other than new construction or substantial improvements under the Coastal Barrier Resources Act (PL 97-348), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs and footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

*Structure* means a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank, or other manmade facilities or infrastructure.

*Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

*Substantial improvement* means any combination of repairs, reconstruction, alteration or improvements to a structure, taking place during a ten-year period, in which the cumulative cost equals or exceeds 50 percent of the market value of the structure. The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. For the purposes of this definition, substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include any project for improvement of a structure required to comply with existing health, sanitary or safety code specifications which are solely necessary to ensure safe living conditions.

*Variance* means a grant of relief from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this ordinance, where specific enforcement would result in unnecessary hardship.

*Violation* means the failure of a structure or other development to be fully compliant with the requirements of this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

*Watercourse* means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

*Water surface elevation* means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 or the North American Vertical Datum (NAVD) of 1988, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

**Sec. 38-7. Lands to which ordinance applies.**

This ordinance shall apply to all areas of special flood hazard within the jurisdiction of the city.

**Sec. 38-8. Basis for establishing areas of special flood hazard.**

The areas of special flood hazard identified by the Federal Emergency Management Agency in its Flood Insurance Study (FIS), dated June 11, 2010, with accompanying maps and other supporting data, and any revision thereto, are adopted by reference and declared to be a part of this ordinance. Upon annexation by the City of parcels from Putnam County, all associated FIRM map panels are adopted by reference and declared to be a part of this ordinance.

**Sec. 38-9. Designation of Floodplain Administrator**

The city hereby appoints the Chief Building Official to administer and implement the provisions of this ordinance and is herein referred to as the Floodplain Administrator.

**Sec. 38-10. Development permit required.**

A development permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities.

**Sec. 38-11. Compliance.**

No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

**Sec. 38-12. Abrogation of existing agreements or restrictions; conflicting regulations.**

This ordinance is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this ordinance and another regulation conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

**Sec. 38-13. Interpretation.**

In the interpretation and application of this ordinance, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the city commission; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

**Sec. 38-14. Warning and disclaimer of liability.**

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the city or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

**Sec. 38-15. Penalties for Violations**

Violation of the provisions of this ordinance, or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a violation of this Code. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be punished as provided in Chapter 1, Section 1-10 of the Palatka Municipal Code, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing contained in this section shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

**Sec 38-16 – 38-40 Reserved.**

**ARTICLE II. ADMINISTRATION**

**SEC. 38-41. Permit Procedures**

Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by him or her prior to any development activities, and may include, but not be limited to, the following: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing and proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- (1) Application Stage:
  - a) Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings;
  - b) Elevation in relation to mean sea level to which any non-residential building will be flood-proofed;
  - c) Certificate from a registered professional engineer or architect that the non-residential flood-proofed building will meet the flood-proofing criteria in Article II, Section 38-41 (2) and Article III, Section 38-72 (2);
  - d) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development; and
  - e) Elevation in relation to mean sea level of the bottom of the lowest horizontal structural member of the lowest floor and provide a certification from a registered engineer or architect indicating that they have developed and/or reviewed the structural designs, specifications and plans of the construction and certified that are in accordance with accepted standards of practice in Coastal High Hazard Areas.

- (2) Construction Stage:

Upon placement of the lowest floor, or flood-proofing by whatever construction means, or

bottom of the lowest horizontal structural member it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the NGVD or NAVD elevation of the lowest floor or flood-proofed elevation, or bottom of the lowest horizontal structural member of the lowest floor as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When flood proofing is utilized for a particular building said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the lowest floor and flood-proofing elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct violations detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

**Sec. 38-42. Duties and responsibilities of the Floodplain Administrator.**

Duties of the Administrator shall include but not be limited to:

- (1) Review permits to assure sites are reasonably safe from flooding;
- (2) Review all development permits to assure that the permit requirements of this ordinance have been satisfied;
- (3) Require copies of additional Federal, State of Florida, or local permits, especially as they relate to Chapters 161.053; 320.8249; 320.8359; 373.036; 380.05; 381.0065; and 553, Part IV, Florida Statutes, be submitted along with the development permit application and maintain such permits on file with the development permit;
- (4) Notify adjacent communities, the Florida Department of Community Affairs – Division of Emergency Management – NFIP Coordinating Office, St. Johns River Water Management District, the Federal Emergency Management Agency, and other Federal and/or State of Florida agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse;
- (5) Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained;
- (6) Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (A-Zones) of all new and substantially improved buildings, in accordance with Article III, Section 38-72 (1) and (2);
- (7) Verify and record the actual elevation (in relation to mean sea level) to which the new and substantially improved buildings have been flood-proofed, in accordance with Article III, Section 38-72 (2);
- (8) Review certified plans and specifications for compliance. When flood-proofing is utilized for a particular building, certification shall be obtained from a registered engineer or architect certifying that all areas of the building, together with attendant utilities and sanitary facilities, below the required elevation are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy in compliance with Article III, Section 38-72 (2) of this ordinance.

- (9) Interpret the exact location of boundaries of the areas of special flood hazard. When there appears to be a conflict between a mapped boundary and actual field conditions, the Floodplain Administrator shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Article;
- (10) When base flood elevation data and floodway data have not been provided in accordance with Article I, Section 38-8, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State of Florida, or any other source, in order to administer the provisions of Article III;
- (11) Coordinate all change requests to the FIS, FIRM and FBFM with the requester, State of Florida, and FEMA, and
- (12) Where Base Flood Elevation is utilized, obtain and maintain records of lowest floor and floodproofing elevations for new construction and substantial improvements in accordance with Article III, Sections 38-72 (1) and (2), respectively.

**Secs. 38-43 -- 38-70 Reserved.**

### **ARTICLE III. PROVISIONS FOR FLOOD HAZARD REDUCTION**

#### **Sec. 38 - 71. General standards.**

In all areas of special flood hazard, all development sites including new construction and substantial improvements shall be reasonably safe from flooding, and meet the following provisions:

- (1) New construction and substantial improvements shall be designed or modified and adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Method of anchoring will be in accordance with the developmental standard allowed in each zoning district. This standard shall be in addition to and consistent with applicable State of Florida requirements for resisting wind forces;
- (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (5) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including duct work, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

- (6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems;
- (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
- (9) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this ordinance shall meet the requirements of “new construction” as contained in this ordinance;
- (10) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this ordinance, shall be undertaken only if said non-conformity is not furthered, extended, or replaced;
- (11) All applicable additional Federal, State of Florida, and local permits shall be obtained and submitted to the Floodplain Administrator along with the application for development permit. Copies of such permits shall be maintained on file with the development permit. State of Florida permits may include, but not be limited to, the following:
  - (a) St. Johns River Water Management District in accordance with Chapter 373.036 Florida Statutes, Section (2) (a) – Flood Protection and Floodplain Management;
  - (b) Department of Community Affairs: in accordance with Chapter 380.05 F.S. Areas of Critical State Concern, and Chapter 553, Part IV F.S., Florida Building Code;
  - (c) Department of Health: in accordance with Chapter 381.0065 F.S. Onsite Sewage Treatment and Disposal Systems; and
- (12) Standards for Subdivision Proposals and other new Proposed Development (including manufactured homes):
  - (a) Such proposals shall be consistent with the need to minimize flood damage;
  - (b) Such shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage; and
  - (c) Such proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (13) When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction.

(14) When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.

(15) Dredging and filling of lands within floodplains shall be limited to that approved by federal and state agencies having the authority to regulate and police such activities. All proposed development shall be clustered and located on the non-floodplain portions of the site, or, for the proposed development areas that lie entirely within the 100-year floodplain, all structures shall be required to be elevated on pilings.

(16) *Additional standards.* The following criteria will apply to development in the 100-year floodplain:

(a) *Storage of hazardous materials.* No hazardous materials or waste shall be stored within the 100-year floodplain.

(b) *Clearing of vegetation.* Clearing of native vegetation will be minimized in the 100-year floodplain by establishing the following open space ratios for the following land uses:

TABLE INSET:

	Percentage of Open Space
Residential land use	60
Commercial land use	50
Industrial land use	45

(17) *Septic tanks.* Use of septic tanks in floodprone areas will be restricted as specified by the county department of health, and all such sewage disposal systems shall be required to connect to central sewage systems when system collection lines are within 250 feet of subject property.

(18) *Maintenance of natural topography.* Any development within a floodprone area will maintain the natural topography and hydrology of the development site.

**Sec. 38-72. Specific standards.**

In all A-Zones where base flood elevation data has been provided, as set forth in Article I, Section 38-8, the following provisions in addition to those set forth in Article III, Section 38-71, shall apply:

(1) *Residential construction.* New construction or substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, there must be a minimum of two openings on different sides of each enclosed area sufficient to facilitate automatic equalization of flood hydrostatic forces in accordance with standards of Article III, Section 38-72 (3).

- (2) *Non-Residential Construction.* All new construction and substantial improvement of any commercial, industrial, or non-residential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than one foot above the base flood elevation. All buildings located in A-Zones may be flood-proofed, in lieu of being elevated, provided that all areas of the building components, together with attendant utilities and sanitary facilities, below the base flood elevation plus one foot are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied using the FEMA Floodproofing Certificate. Such certification along with the corresponding engineering data, and the operational and maintenance plans shall be provided to the Floodplain Administrator.
- (3) *Enclosures below the Lowest Floor.* New construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.
- (a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet or exceed the following minimum criteria:
- (i) Provide a minimum of two openings on different sides of each enclosed area having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
  - (ii) The bottom of all openings shall be no higher than one foot above adjacent interior grade (which must be equal to or higher in elevation than the adjacent exterior grade); and
  - (iii) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they provide the required net area of the openings and permit the automatic flow of floodwaters in both directions.
- (b) Fully enclosed areas below the lowest floor shall solely be used for parking of vehicles, storage, and building access. Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator); and
- (c) The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.

**Sec. 38-73. Specific Standards for A-Zones Without Base Flood Elevations and Regulatory Floodways.**

Located within the areas of special flood hazard established in Article I, Section 38-8, where there exist A Zones for which no base flood elevation data and regulatory floodway have been

provided or designated by the Federal Emergency Management Agency, the following provisions shall apply:

- (1) Require standards of Article III, Section 38-71;
- (2) Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals base flood elevation data. Standards set forth in Article III, Section 38-72 shall apply.
- (3) The Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State of Florida, or any other source, in order to administer the provisions of this ordinance. When such data is utilized, provisions of Article III, Section 38-72 shall apply. The Floodplain Administrator shall:
  - a) Obtain the elevation (in relation to the mean sea level) of the lowest floor (including the basement) of all new and substantially improved structures,
  - b) Obtain, if the structure has been floodproofed in accordance with the requirements of Article III, Section 38-72 (2), the elevation in relation to the mean sea level to which the structure has been floodproofed, and
  - c) Maintain a record of all such information.
- (4) Notify, in riverine situations, adjacent communities, the Florida Department of Community Affairs – NFIP Coordinating Office, and the St. Johns River Water Management prior to any alteration or relocation of a watercourse, and submit copies of such notifications to FEMA.
- (5) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (6) Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse, and lateral movement. Method of anchoring will be in accordance with the developmental standard allowed in each zoning district. This requirement is in addition to applicable State of Florida and local anchoring requirements for resisting wind forces.
- (7) When the data is not available from any source, in accordance with standard set forth in Article III, Section 38-73 (2) of this Section, the lowest floor of the structure shall be elevated to no lower than three feet above the highest adjacent grade. Standards set forth in Article III, Section 72 shall apply.

Secs. 74 – 75 Reserved.

**SECTION 2.** That Chapter 38 of the Code of Ordinances of the City of Palatka is hereby amended by adopting a new **ARTICLE IV** as follows:

## ARTICLE IV. VARIANCE PROCEDURES

### Sec. 38 - \_\_\_\_\_. Designation of Variance and Appeals Board.

The Board of Zoning Appeals as established by the City Commission of Palatka shall hear and decide appeals and requests for variances from the requirements of this ordinance.

### Sec. 38 - \_\_\_\_\_. Duties of Variance and Appeals Board.

The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Management Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the board may appeal such decision to the Circuit Court.

### Sec. 38 - \_\_\_\_\_. Variance Procedures.

In acting upon such applications, the Board of Zoning Appeals shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and:

- (1) The danger that materials may be swept onto other lands to the injury of others;
- (2) The danger of life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- (4) The importance of the services provided by the proposed facility to the city;
- (5) The necessity to the facility of a waterfront location, where applicable;
- (6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
- (7) The compatibility of the proposed use with existing and anticipated development;
- (8) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- (9) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- (10) The expected heights, velocity, duration, rate of rise, and sediment of transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
- (11) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

### Sec. 38 - \_\_\_\_\_. Conditions For Variances.

- (1) Variances shall only be issued when there is:

- a) A showing of good and sufficient cause;
  - b) A determination that failure to grant the variance would result in exceptional hardship; and
  - c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (2) Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this ordinance.
  - (3) The Floodplain Administrator shall maintain the records of all variance actions, including justification for their issuance or denial, and report such variances in the city's NFIP Biennial Report or upon request to FEMA and the State of Florida, Department of Community Affairs, NFIP Coordinating Office.

**Sec. 38 - \_\_\_\_\_. Variance Notification.**

Any applicant to whom a variance is granted shall be given written notice over the signature of a city official that:

- (1) The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and
- (2) Such construction below the base flood level increases risks to life and property.

A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Clerk of Court and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

**Sec. 38 - \_\_\_\_\_. Historic Structures.**

Variances may be issued for the repair or rehabilitation of "historic" structures – meeting the definition in this ordinance – upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a "historic" structure.

**Sec. 38 - \_\_\_\_\_. Structures in Regulatory Floodway.**

Variances shall not be issued within any designated floodway if any impact in flood conditions or increase in flood levels during the base flood discharge would result.

**SECTION 3. 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 4. SEVERABILITY**

If any section, sentence, clause or phrase of this Ordinance is held to be

invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**SECTION 5. EFFECTIVE DATE**

This Ordinance shall take effect immediately upon final adoption by the Palatka City Commission, as provided by law.

**PASSED AND DULY ADOPTED** by the City Commission of the City of Palatka, Florida this 28<sup>th</sup> day of October, 2010.

**CITY OF PALATKA**

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

**ATTEST:**

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

**Approved as to form and content:**

\_\_\_\_\_  
**City Attorney**

*strike-through / underline changes*

**ARTICLE I. IN GENERAL**

**Sec. 38-1. Statutory authority.**

The state legislature has, in F.S. ch. 166, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety and general welfare of its citizenry. Therefore, the city commission does ordain this chapter.  
(Code 1981, § 9 1/2-1)

**Sec. 38-2. Findings of fact.**

(a) The flood hazard areas of the city are not subject to periodic inundation which results in loss of life or property, health or safety hazards, disruptions of commerce or governmental services, extraordinary public expenditures for flood protection or relief or impairment of the tax base, all of which would adversely affect the public health, safety and general welfare.

(b) The business and residential areas of the city are well above flood hazard areas. Elevations range from approximately ~~ten~~ five feet to 60 feet, running west from the St. Johns River. Approximately 350 acres on the north and northeast side of the city are bounded to the east by the St. Johns River and in the city limits. Land zoned ~~A-3~~ AE is all undeveloped swamp or wooded areas at this time. ~~Approximately ten acres on the southeast corner of zone A-3 (see map) area (2) is being filled to an elevation of four to six feet for future development by private parties, as is area (3), which is approximately 15 acres.~~

(Code 1981, § 9 1/2-2)

~~Editor's note: The map referred to in section 38-2(b) is on file in the office of the city building official.~~

**Sec. 38-3. Relationship of chapter to comprehensive plan.**

This chapter implements the following policies of the city comprehensive plan 2005:

(1) Future land use element:

- a. Policy A.1.1.1.
- b. Policy A.1.3.3.
- c. Policy A.1.4.1.
- d. Policy A.1.4.11.
- e. Policy A.1.9.3.
- f. Policy A.1.11.4.

(2) Public facilities element:

- a. Objective D.2.2.
- b. ~~Policy D.2.2.1.~~
- b. e. Policy D.2.2.5.

(Code 1981, § 9 1/2-2.1)

**Sec. 38-4. Purpose of chapter.**

It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels and natural protective barriers which are involved in the accommodation of floodwater;

- (4) Control filling, grading, dredging and other development which may increase erosion or flood damage; and
  - (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwater or which may increase flood hazards to other lands.
- (Code 1981, § 9 1/2-3)

**Sec. 38-5. Objectives of chapter.**

The objectives of this chapter are to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize flood blight areas; and
- (7) Ensure that potential home buyers are notified that property is in a flood area.

(Code 1981, § 9 1/2-4)

**Sec. 38-6. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Unless specifically defined in this section, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

*Addition (to an existing building)* means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common loadbearing wall other than a firewall. Any walled and roofed addition which is connected by a firewall or is separated by independent perimeter loadbearing walls is new construction.

*Appeal* means a request for a review of the city's interpretation of any provision of this chapter, or a request for a variance.

*Area of shallow flooding* means a designated AO or VO zone on a community's flood insurance rate map (FIRM) with base flood depths from one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

*Area of special flood hazard* means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

*Base flood* means the flood having a one percent chance of being equaled or exceeded in any given year.

*Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood" and the "regulatory flood"). Base flood is the term used throughout this ordinance.*

*Basement* means that portion of a building having its floor subgrade (below ground level) on all sides.

~~*Breakaway wall* means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.~~

~~*Building* means any structure built for support, shelter or enclosure for any occupancy or storage.~~

~~*Coastal high hazard area.* Not applicable.~~

*Development* means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of materials.

*Elevated building* means a nonbasement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns (posts and piers), shear walls or breakaway walls.

*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before May 22, 1980.

*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

*Flood* and *flooding* mean a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

*Flood hazard boundary map (FHBM)* means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been defined as zone A.

*Flood Boundary and Floodway Map (FBFM)* means the official map of the community on which the Federal Emergency Management Agency (FEMA) has delineated the areas of special flood hazard and regulatory floodways.

*Flood Hazard Boundary Map (FHBM)* means an official map of the community, issued by FEMA, where the boundaries of the areas of special flood hazard have been identified as only Approximate Zone A.

*Flood insurance rate map (FIRM)* means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

~~*Flood insurance study* means the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the flood boundary floodway map and the water surface elevation of the base flood.~~

*Flood Insurance Study (FIS)* means the official hydrology and hydraulics report provided by FEMA. The study contains an examination, evaluation, and determination of flood hazards, and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and other flood-related erosion hazards. The study may also contain flood profiles, as well as the FIRM, FHBM (where applicable), and other related data and information.

*Floodplain* means any land area susceptible to being inundated by water from any source (see definition of “flooding”).

*Floodplain management* means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

*Floodproofing* means any combination of structural and non-structural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

*Floodway* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

*Floor* means the top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

*Functionally dependent facility* means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, ship repair, or seafood processing facilities. The term does not include long-term storage, manufacture, sales or service facilities.

*Historic Structure* means any structure that is:

- a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c) Included in the Florida inventory of historic places (Florida Master Site File) and that has been determined to be eligible by the State Historic Preservation Officer or the Secretary of the Interior for listing on the National Register of Historic Places;
- d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  1. By the approved Florida program as determined by the Secretary of the Interior, or

2. Directly by the Secretary of the Interior.

*Highest adjacent grade* means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

*Lowest floor* means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design standards of this ordinance.

~~*Mangrove stand* means an assemblage of mangrove trees which is mostly low trees noted for a copious development of interlacing adventitious roots above the ground, and which contains one or more of the following species: black mangrove (*Avicennia nitida*), red mangrove (*Rhizophora mangle*), white mangrove (*Laguncularia racemosa*), and buttonwood (*Conocarpus erecta*).~~

*Manufactured home* means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers and similar transportation structures placed on a site for 180 consecutive days or longer and intended to be improved property.

*Manufactured home park or subdivision* means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

*Mean sea level* means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this chapter, the term is synonymous with National Geodetic Vertical Datum (NGVD).

*National Geodetic Vertical Datum (NGVD)*, as corrected in 1929, is a vertical control used as a reference for establishing varying elevations within the floodplain.

~~*New construction* means structures for which the start of construction commenced on or after June 25, 1987.~~

*New Construction* means, for floodplain management purposes, any structure for which the "start of construction" commenced on or after May 22, 1980. The term also includes any subsequent improvements to such structures. For flood insurance rates, structures for which the start of construction commenced on or after May 22, 1980, and includes any subsequent improvements to such structures.

*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management code, ordinance or standard.

*Recreational vehicle* means a vehicle that is:

- a) Built on a single chassis;

- b) 400 square feet or less when measured at the largest horizontal projection;
- c) Designed to be self-propelled or permanently towable by a light duty truck; and
- d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

~~Sand dunes.~~ Not applicable.

*Start of construction*, for other than new construction or substantial improvements under the Coastal Barrier Resources Act (PL 97-348), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs and footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

*Structure* means a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank, or other manmade facilities or infrastructure.

*Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

*Substantial improvement* means any combination of repairs, reconstruction, alteration or improvements to a structure, taking place during a ten-year period, in which the cumulative cost equals or exceeds 50 percent of the market value of the structure. The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. For the purposes of this definition, substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include any project for improvement of a structure required to comply with existing health, sanitary or safety code specifications which are solely necessary to ensure safe living conditions.

*Variance* means a grant of relief from the requirements of this chapter which permits construction in a manner otherwise prohibited by this chapter, where specific enforcement would result in unnecessary hardship.

*Violation* means the failure of a structure or other development to be fully compliant with the requirements of this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

(Code 1981, § 9 1/2-5)

**Cross references:** Definitions generally, § 1-2.

**Sec. 38-7. Lands to which chapter applies.**

This chapter shall apply to all areas of special flood hazard within the jurisdiction of the city.  
(Code 1981, § 9 1/2-6)

**Sec. 38-8. Basis for establishing areas of special flood hazard.**

The areas of special flood hazard identified by the Federal Emergency Management Agency in its flood insurance study, dated January 25, 1979, with accompanying maps and other supporting data, and any revision thereto, are adopted by reference and declared to be a part of this chapter. Upon annexation by the City of parcels from Putnam County, all associated FIRM map panels are adopted by reference and declared to be a part of this chapter.

(Code 1981, § 9 1/2-7)

**Sec. 38-9. Development permit required.**

A development permit shall be required in conformance with the provisions of this chapter prior to the commencement of any development activities.

(Code 1981, § 9 1/2-8)

**Sec. 38-10. Compliance with applicable regulations.**

No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this chapter and other applicable regulations.

(Code 1981, § 9 1/2-9)

**Sec. 38-11. Abrogation of existing agreements or restrictions; conflicting regulations.**

This chapter is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this chapter and another regulation conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Code 1981, § 9 1/2-10)

**Sec. 38-12. Interpretation of chapter.**

In the interpretation and application of this chapter, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the city commission; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Code 1981, § 9 1/2-11)

**Sec. 38-13. Warning and disclaimer of liability.**

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city or by any officer or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

(Code 1981, § 9 1/2-12)

**Sec. 38-14. Violations; penalty.**

Violation of the provisions of this chapter, or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a violation of this Code. Any person who violates this chapter or fails to comply with any of its requirements shall, upon conviction thereof, be punished as provided in section 1-10, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing contained in this section shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

(Code 1981, § 9 1/2-13)

**Sec. 38-15. General development standards for 100-year floodplain.**

(a) *Lowest floor elevation.* Development in the FEMA 100-year flood hazard zone is to be constructed so that the lowest floor elevation is at least one foot above the base flood elevation as established by the FEMA flood insurance rate maps.

(b) *Dredging and filling; location of structures.* Dredging and filling of lands within floodplains shall be limited to that approved by federal and state agencies having the authority to regulate and police such activities. All proposed development shall be clustered and located on the non-floodplain portions of the site, or, for the proposed development areas that lie entirely within the 100-year floodplain, all structures shall be required to be elevated on pilings.

(c) *Additional standards.* The following criteria will apply to development in the 100-year floodplain:

(1) *Storage of hazardous materials.* No hazardous materials or waste shall be stored within the 100-year floodplain.

(2) *Clearing of vegetation.* Clearing of native vegetation will be minimized in the 100-year floodplain by establishing the following open space ratios for the following land uses:

TABLE INSET:

	Percentage of Open Space
Residential land use	60
Commercial land use	50
Industrial land use	45

(3) *Septic tanks.* Use of septic tanks in floodprone areas will be restricted as specified by the county department of health, and all such sewage disposal systems shall be required to connect to central sewage systems when system collection lines are within 250 feet of subject property.

(4) *Maintenance of natural topography.* Any development within a floodprone area will maintain the natural topography and hydrology of the development site.

(Code 1981, § 9 1/2-14)

Secs. 38-16--38-40. Reserved.

**ARTICLE II. ADMINISTRATION\***

\*Cross references: Administration, ch. 2.

**Sec. 38-41. Designation of ~~building official~~ Floodplain Administrator.**

The building official is hereby appointed to administer and implement the provisions of this ~~chapter~~ ordinance and is herein referred to as the Floodplain Administrator.

**Sec. 38-43. Duties of ~~building official~~ Floodplain Administrator.**

Duties of the ~~building official~~ Floodplain Administrator under this chapter shall include but not be limited to the following:

- (1) The ~~building official~~ Floodplain Administrator shall review all development permits to ensure that the permit requirements of this chapter have been satisfied.
- (2) The ~~building official~~ Floodplain Administrator shall ~~advise permittees that additional federal or state permits may be required, and if specific federal or state permit requirements are known, require that copies of such permits be provided and maintained on file with the development permit. review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.~~
- (3) The ~~building official~~ Floodplain Administrator shall notify adjacent communities, the state department of community affairs, and St. Johns River Water Management District prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (4) The ~~building official~~ Floodplain Administrator shall ensure that maintenance is provided within the altered or relocated portion of the watercourse so that the flood-carrying capacity is not diminished.
- (5) The ~~building official~~ Floodplain Administrator shall verify and record the actual elevation, in relation to mean sea level, of the lowest floor (including basement) of all new or substantially improved structures, in accordance with section 38-42(2).
- (6) The ~~building official~~ Floodplain Administrator shall verify and record the actual elevation, in relation to mean sea level, to which the new or substantially improved structures have been floodproofed, in accordance with section 38-42(2).
- (7) When floodproofing is utilized for a particular structure, the ~~building official~~ Floodplain Administrator shall obtain certification from a registered professional engineer or architect, in accordance with section 38-72(2).
- (8) Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the ~~building official~~ Floodplain Administrator shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.

(9) When base flood elevation data or floodway data has not been provided in accordance with section 38-8, the building official shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer the provisions of article III of this chapter.

(10) All records pertaining to the provisions of this chapter shall be maintained in the office of the building official and shall be open for public inspection.

(Code 1981, § 9 1/2-26)

### **Sec. 38-72. Specific standards.**

In all areas of special flood hazard where base flood elevation data has been provided, as set forth in section 38-8 or section 38-43(9), the following provisions are required:

(1) *Residential construction.* New construction or substantial improvement of any residential structure shall have the lowest floor, including basement, elevated ~~no lower than four feet above~~ one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movement of floodwater shall be provided in accordance with standards of subsection (3) of this section.

(2) *Nonresidential construction.* New construction or substantial improvement of any commercial, industrial or nonresidential structure shall have the lowest floor, including basement, elevated ~~no lower than four feet above the level of~~ one foot above the base flood elevation. Structures located in all A zones may be floodproofed in lieu of being elevated provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in section 38-42(2).

(3) *Elevated buildings.* New construction or substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the base flood elevation shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwater to automatically equalize hydrostatic flood forces on exterior walls.

a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:

1. A minimum of two openings shall be provided having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
2. The bottom of all openings shall be no higher than one foot above grade; and
3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.

b. Electrical, plumbing and other utility connections are prohibited below the base flood elevation.

c. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).

d. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.

(4) *Floodways.* Located within areas of special flood hazard established in section 38-8 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwater, which carries debris and potential projectiles and has erosion potential, the following provisions shall apply:

a. Encroachments are prohibited, including fill, new construction, substantial improvements and other development, unless certification (with supporting technical data) by a registered professional engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge.

b. If subsection (4)a of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this article.

c. The placement of manufactured homes (mobile homes) is prohibited, except in an existing manufactured home (mobile home) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of section 38-71(2) and the elevation standards of subsection (1) of this section are met.

~~(5) *Coastal high hazard areas.* Not applicable.~~  
(Code 1981, § 9 1/2-40)

Sec. 38-73. Standards for streams without established base flood elevations or floodways. Located within the areas of special flood hazard established in section 38-8, where small streams exist but where no base flood data has been provided or where no floodways have been provided, the following provisions shall apply:

(1) No encroachments, including fill material or structures, shall be located within a distance of the stream bank equal to one-tenth times the width of the stream at the top of the bank or 20 feet on each side from the top of the bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

(2) New construction or substantial improvements of structures shall be elevated or floodproofed to elevations established in accordance with section 38-43(9).

(Code 1981, § 9 1/2-41)

Sec. 38-74. Standards for subdivision proposals.

(a) All subdivision proposals shall be consistent with the need to minimize flood damage.

(b) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

(c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.

(d) Base flood elevation data shall be provided for subdivision proposals and other proposed development (including manufactured home parks and subdivisions) which is greater than the lesser of 50 lots or five acres.

(Code 1981, § 9 1/2-42)

**Sec. 38-75. Standards for areas of shallow flooding (AO zones).**

Located within the areas of special flood hazard established in section 38-8 are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate; therefore, the following provisions apply:

(1) *Residential structures.* All new construction and substantial improvements of residential structures shall have the lowest floor, including basement, elevated to one-foot above BFE to the depth number specified on the flood insurance rate map, in feet, above the highest adjacent grade. ~~If no depth number is specified, the lowest floor, including basement, shall be elevated at least two feet above the highest adjacent grade.~~

(2) *Nonresidential structures.* All new construction and substantial improvements of nonresidential structures shall:

a. Have the lowest floor, including basement, elevated to one-foot above BFE to the depth number specified on the flood insurance rate map, in feet, above the highest adjacent grade. ~~If no depth number is specified, the lowest floor, including basement, shall be elevated at least two feet above the highest adjacent grade;~~ or

b. Together with attendant utility and sanitary facilities, be completely floodproofed to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

*Agenda  
Item*

**13<sub>a</sub>**

320 North Moody Rd.  
Palatka, FL 32177  
Tel. (386) 329-0144  
Fax (386) 329-0106

**R**  
*R. C. Willis Water Plant*

**To:** Betsy Driggers, City Clerk  
**From:** Melvin Register, Water Plant Superintendent  
**Date:** 10/04/10  
**RE:** R.C. Willis Water Treatment Plant Upgrades Project

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Betsy,

Please put me on the Commission Agenda under Administrative Reports for the upcoming meeting. The project has received its final operational clearance from DEP and I would like to brief the Commission on the particulars.

I will cover the cost and funding of the project as well as the results of the upgraded treatment process.

Thank you,

Melvin

## City of Palatka

### R.C Willis Water Plant Improvements Project

In 2001 the City discovered that its finished drinking water did not meet the new interim water quality standards set forth by the revised Safe Drinking Water Act of 1997 for Disinfection Byproducts, specifically Total Trihalomethanes. The City retained the services of the engineering firm Hoyle, Tanner & Associates to evaluate treatment processes and determine an appropriate course of action for the City to take. The City also applied for and was selected for project funding through the Department of Environmental Protection State Revolving Fund to finance the project through an 85% / 15% Grant/Loan.

Several methods of treatment were considered and eventually it was decided that a coagulant aided ultra-filtration system would best suit the City's needs. This system would remove enough of the organic materials from the source water to reduce the disinfection byproducts.

In late 2004 through early 2005 a pilot study was conducted and it was discovered that due to high sulfur content in the source water, a pre-filtration forced draft aeration system would be required to prevent the ultra-filtration elements from fouling. It was incorporated into the design and by early 2007 the project was put out for bids. The contract was awarded to WPC Industrial Contractors for a sum of \$10,916,000.00 and construction began in August 2007.

The original design for the water plant improvements project was to upgrade the treatment process for the existing 4 MGD plant. Because the plant had seen a maximum daily requirement of slightly over 3MGD in the previous year, it was decided to check into the cost of expanding the upgraded treatment facility from 4 MGD to 6 MGD. We found that the additional 2 MGD capacity would only cost an additional \$823,000.00 to build if we went ahead and did it during the construction. We decided that the capacity expansion was well worth the cost and incorporated it into the contract.

During the construction, contractors, engineers and plant staff dealt with several delays and changes in the construction plan. The Certification of Project Substantial Completion occurred in November 2009 and the system was put into service for testing and evaluation. Certification of Final Completion was accomplished in June 2010. The Department of Environmental Protection issued the Final Construction Permit Clearance in September 2010.

During construction and evaluation there were nine (9) Change Orders and several smaller additions that added a total of \$366,908.00 (only 3.13% over the total) to the cost of the project, bringing the total cost of the project construction, including the 4 to 6 MGD upgrade, to \$12,105,908.00. Administrative, Planning, and Engineering costs of \$854,929.01 brought the total cost up to \$12,960,837.01. The City also incurred \$1,500,000.00 in interest fees on the

interim construction loan taken out at the beginning of the project bringing the total cost of the R.C. Willis Water Treatment Plant Improvements Project to \$14,460,837.01.

Of the \$14,460,837.01 Project Total, DEP has committed to funding \$13,734,588.00 leaving an unfunded amount of \$726,249.01. However, because the City chose to use a Secondary Filtration System to recover the Primary Backwash Waste, we were able to secure a \$393,000.00 Water Reuse Grant from The St John's River Water Management District. This leaves an amount of only \$333,249.01 that the City had to fund for the project. The table below gives a breakdown of these costs:

Original Contract Sum -	\$10,916,000.00
Net Change Orders -	\$319,356.01
Changes not covered by Change Orders -	\$47,551.99
4 MGD to 6 MGD Expansion -	\$823,000.00
Subtotal -	<u>\$12,105,908.00</u>
Administrative, Planning, Engineering Costs -	\$854,929.01
Subtotal -	<u>\$12,960,837.01</u>
Interim Loan Interest -	\$1,500,000.00
Total Project Cost -	<u>\$14,460,837.01</u>
Total Funded by DEP Grant/Loan -	<u>\$13,734,588.00</u>
Total Not Funded by DEP -	\$726,249.01
SJRWMD Reuse Grant -	\$393,000.00
Total Not Funded -	<u>\$333,249.01</u>

The tables below show the TTHM testing results for the three quarters before the filtration units went online and the three quarters after they were put in service. The operational evaluation of the new treatment process began in earnest in December 2009 when we collected our first quarterly DBP samples and found that we had been able to reduce the Total Trihalomethanes in our distribution system by as much as 55% from the previous quarter. This put our results well below the established Maximum Contaminant Level of 80 ppb. As the higher results from previous quarters have rolled off of the back end of the four quarter smoothing period, the Locational Running Annual Averages (LRAA) at all four testing sites have come into compliance and are now below the MCL. Over the course of the last nine (9) months we have been able make adjustments to the process that allow us to operate as efficiently as possible and still maintain satisfactory test results.

		<b>MCL = 80 ug/L</b>		<b>2009 MAR</b>	
		Wells & Kennedy	Oleander & Holly	Napoleon & 19th	Madison & 1st
Chloroform		3.8	5.0	4.3	4.7
Bromoform		15.1	22.6	14.9	39.0
Bromodichloromethane		9.8	15.2	11.4	15.0
Dibromochloromethane		20.9	31.6	22.2	39.0
Total		49.6	74.3	52.8	97.7
Average	<b>68.6</b>				
RAA	<b>78.9</b>	LRAA	50.4	94.7	67.0
				67.0	103.5

		<b>MCL = 80 ug/L</b>		<b>2009 JUN</b>	
		Wells & Kennedy	Oleander & Holly	Napoleon & 19th	Madison & 1st
Chloroform		4.57	6.66	5.71	7.50
Bromoform		18.52	47.48	29.33	57.71
Bromodichloromethane		11.79	21.02	16.08	23.21
Dibromochloromethane		24.51	48.17	33.66	57.12
Total		59.39	123.33	84.78	145.54
Average	<b>103.3</b>				
RAA	<b>86.6</b>	LRAA	53.93	104.03	70.77
				70.77	117.66

		<b>MCL = 80 ug/L</b>		<b>2009 SEP</b>	
		Wells & Kennedy	Oleander & Holly	Napoleon & 19th	Madison & 1st
Chloroform		3.6	4.5	3.3	4.9
Bromoform		21.8	39.6	26.3	48.3
Bromodichloromethane		12.2	17.0	11.5	19.2
Dibromochloromethane		26.6	41.6	29.8	47.0
Total		64.1	102.7	70.9	119.4
Average	<b>89.3</b>				
RAA	<b>85.3</b>	LRAA	55.8	100.7	69.9
				69.9	114.8

		<b>MCL=80 ug/L</b>		<b>2009 DEC</b>	
		Wells & Kennedy	Oleander & Holly	Napoleon & 19th	Madison & 1st
Chloroform		3.05	3.25	3.24	3.20
Bromoform		15.10	21.53	18.15	26.73
Bromodichloromethane		8.51	9.96	9.68	10.83
Dibromochloromethane		18.12	22.68	20.32	25.90
Total		44.78	57.42	51.39	66.66
Average	<b>55.1</b>				
RAA	<b>79.0</b>	LRAA	54.5	89.4	65.0
				65.0	107.3

		<b>MCL = 80 ug/L</b>		<b>2010 MAR</b>	
		<b>Wells &amp; Kennedy</b>	<b>Oleander &amp; Holly</b>	<b>Napoleon &amp; 19th</b>	<b>Madison &amp; 1st</b>
Chloroform		1.43	2.20	1.99	2.17
Bromoform		21.72	25.19	20.92	22.31
Bromodichloromethane		5.01	7.07	6.03	6.70
Dibromochloromethane		17.31	24.08	20.04	21.98
Total		45.5	58.5	49.0	53.2
Average	<b>51.5</b>				
RAA	<b>74.8</b>	LRAA	53.4	85.5	64.0
					96.2

		<b>MCL = 80 ug/L</b>		<b>2010 JUN</b>	
		<b>Wells &amp; Kennedy</b>	<b>Oleander &amp; Holly</b>	<b>Napoleon &amp; 19th</b>	<b>Madison &amp; 1st</b>
Chloroform		1.01	1.81	1.30	1.64
Bromoform		15.00	34.86	21.30	25.61
Bromodichloromethane		3.90	8.06	5.28	7.14
Dibromochloromethane		10.75	25.78	16.52	21.37
Total		30.66	70.51	44.40	55.76
Average	<b>50.3</b>				
RAA	<b>61.5</b>	LRAA	46.26	72.28	53.91
					73.74

One of the main reasons that we chose Ultra-filtration over any other system was because of the high recovery rate that could be achieved. With a Reverse Osmosis system there is typically a waste stream of 20 to 25%. That equates to 1.5 MGD of waste for a 6 MGD plant and our wastewater system at that time did not have the available capacity to handle that much waste. With the Ultra-filtration system we were told that we could expect to see between 90 to 95 % recovery. That meant that, at most, we would experience a waste stream of 600,000 GPD. After putting the system into service we have been able to realize an almost 98% recovery rate, or less than 130,000 GPD waste, one tenth that of a typical Reverse Osmosis system. This is all the more important now that Water Conservation has become a high priority in the State of Florida.

The City of Palatka now has a Water Treatment System that it can and should be proud of. It is state-of-the-art and one of only two in the State of Florida like it. We are currently utilizing only slightly more than a third of its capacity, so there is plenty of room for growth. With this capacity and technology the City of Palatka should be set for the next 25 to 30 years.

*Agenda  
Item*

*13b*



**CITY OF PALATKA**  
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City Clerk  
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Palatka FL 32177  
Phone: 386-329-0100  
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# Memorandum

**To:** City Commission & Staff  
**From:** Betsy Driggers, City Clerk  
**Date:** 10/7/2010  
**Re:** 2010 Holiday Meeting Schedule

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Traditionally, the City Commission has elected to hold only one meeting in November and December, as the 4<sup>th</sup> Thursday of November usually falls on Thanksgiving, and the 4<sup>th</sup> Thursday of December usually falls somewhere during the Christmas holidays.

Attached you will find the 2010 City Commission meeting calendar which shows the Holiday schedule. The November meeting has been scheduled for November 16, which is a Tuesday, due to the Veterans Day Holiday falling on November 11, which is the 2<sup>nd</sup> Thursday of the month and a national holiday. The FLC Legislative Convention falls on the 3<sup>rd</sup> Thursday and Thanksgiving falls on the 4<sup>th</sup> Thursday.

The December meeting is scheduled for December 9, which is the 2<sup>nd</sup> Thursday of the month. Should there be a need to conduct City business after that date, a special meeting can be called. All boards, with the exception of the Code Enforcement Board, will have met by this date.

The next meeting of the City Commission will be held on January 3, 2011 at 7:30 p.m. when the Mayor/Commissioner, Commissioner Group 2 and Commissioner Group 4 will be administered the Oath of Office.

The Commission's normal meeting schedule will resume with the January 13, 2011 regular meeting.

Please take action to adopt the 2010 Holiday Meeting Schedule.

# 2010 PALATKA CITY COMMISSION CALENDAR

Rev. 6/17/10

July 1 – December 30, 2010

## JULY

- 5 - City offices closed to observe Independence Day
- 15 - Pre Agenda mtg. for Budget Workshop/Reg. meeting
- 22 - Budget Workshop 3:00p.m. - City Hall
- 22 - City Commission regular meeting to set tentative millage rate (immediately following budget workshop)

## AUGUST

### AUGUST CRA MEETING CANCELLED

- 18 - Pre-Agenda mtg. 9:00 a.m.
- 19 - 21 - FLC Annual Conference, Westin Diplomat Resort, Hollywood, FL
- 26 - City Commission mtg. 6:00 p.m. - City Hall

## SEPTEMBER

- 2 - Pre-Agenda mtg. 9:00 a.m.
- 6 - City offices closed in observance of Labor Day
- 9 - City Commission mtg. 6:00 p.m. (1<sup>st</sup> Public Hearing on Budget) - City Hall
- 16 - Pre-Agenda mtg. 9:00 a.m.
- 16 - FLC Dinner/Mtg. in Palatka
- 23 - City Commission mtg. 6:00 p.m. (Adoption of Budget)

## OCTOBER

- 1 - City Safety Luncheon – 12:00 noon; Palatka Golf Course (Tentative location)
- 7 - Pre-Agenda mtg. 9:00 a.m.
- 14 - CRA mtg. 4:00 p.m. – City Hall
- 14 - City Commission mtg. 6:00 p.m.
- 21 - Pre-Agenda mtg. 9:00 a.m.
- 21 - FLC Dinner/Mtg. in St. Augustine Beach
- 28 - City Commission mtg. 6:00 p.m.
- 31 - Halloween Trick or Treat, 6:00 - 8:00 p.m.

## NOVEMBER

- 4 - Pre-Agenda mtg. 9:00 a.m.
- 11 - City Offices Closed in observance of Veterans' Day
- 16 - City Commission mtg. 6:00 p.m.
- 18 & 19 - Legislative Conference - Hyatt Regency Orlando Int'l Airport Hotel
- 25 & 26 - City offices closed in observance of Thanksgiving Holiday

## DECEMBER

- 2 - Pre-Agenda mtg. 9:00 a.m.
- 2 - FLC Dinner/Mtg. in Jacksonville
- 9 - CRA mtg. 4:00 p.m. - Price Martin
- 9 - City Commission mtg. 6:00 p.m. – Price Martin Center
- Dates TBD - City offices closed in observance of Christmas Holiday

**Upcoming Events:** January 3, 2011 – Oath of Office Ceremony

**Conferences:** August 19 – 21, 2010 – FLC Annual Conference, Westin Diplomat Resort, Hollywood, FL  
November 18 & 19 - FLC Legislative Conference, Hyatt Regency Orlando International Airport Hotel, Orlando, FL