

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

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

AGENDA **CITY OF PALATKA**

October 24, 2013

CALL TO ORDER:

- a. **Invocation** – The Reverend Chad Perry, Pastor; The River Community Church
- b. **Pledge of Allegiance**
- c. **Roll Call**

APPROVAL OF MINUTES – 10/10/13 Regular Meeting

1. PUBLIC RECOGNITION/PRESENTATIONS:

- *a. **PROCLAMATION – Pancreatic Cancer Awareness Month** – November, 2013 – Alison Strother, Pancreatic Cancer Action Network
- *b. **PROCLAMATIONS – National Hospice & Palliative Care Month** – November, 2013 and **Children’s Grief Awareness Day** – November 12, 2013 – Rodney Phillips, Hospice of the Nature Coast
- *c. **K-9 OFFICER RETIREMENT – RESOLUTION No. 2013-10-8** recognizing the retirement of K-9 Lucky from Police Service and providing for his adoption by Cpl Chris Ashley - Adopt
- d. **STUDENT OF THE MONTH** – Vice Mayor Brown and Commissioner Kitchens

Landrum Watts	Browning Pearce Elementary School
Casi Counts	C.L. Overturf, Jr. 6 th Grade Center
Savieon Rose-Page	Children’s Reading Center Charter School
Brian Palmatier	E. H. Miller School
Mara McQuaig	James A. Long Elementary School
Justin Jenkins	Jenkins Middle School
Caleb Waters	Kelley Smith Elementary School
Eian Elkins	Mellon Elementary School
Tiana Harris	Moseley Elementary School
Kandyce Flagg	Palatka High School
Carlee Coburn	Peniel Baptist Academy
Raymond Harmer	Putnam Academy of Arts & Sciences
Jakob Johnson	Putnam EDGE High School

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

3. CONSENT AGENDA:

- *a. **Adopt Resolution No. 2013-10-9** amending the FY 2012-13 Budget through 9/30/2013
- *b. **Adopt Resolution No. 2013-10-10** authorizing the City Manager and City Clerk to execute and test a Joint Participation Agreement with the FDOT for design and construction of T-hangars, drainage, permitting, survey, testing & project management at the Palatka Municipal Airport (100% REDI funded)
- *c. **Adopt Resolution No. 2013-10-11** authorizing the expenditure of Law Enforcement Trust Funds in the amount of \$4,476.00 to purchase the two-year Leads Online “Totaltrack” Subscription package and authorizing the City Manger’s execution of the Agency Agreement.

201 N. 2ND STREET • PALATKA, FLORIDA 32177

PHONE: (386) 329-0100

www.palatka-fl.gov

FAX: (386) 329-0106

AGENDA - CITY OF PALATKA
October 24, 2013
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3. CONSENT AGENDA (Continued)

- *d. **Adopt Resolution No. 2013-10-12** declaring certain city-owned vehicles and Police Department equipment as surplus and providing for disposal and/or donation
- *e. **Adopt Resolution No. 2013-10-13** authorizing execution of a proposal with Custard Ins. Adjusters (Robert Bird) for periodic inspections, review of payments and certification of work on water taxis
- *f. **Approve request items for Special Events Permit #13-45** – St. Johns River Blues Festival – Nov. 16 from 10:00 a.m. to 10:00 p.m. and Nov. 17 from 1:00 p.m. to 8:00 p.m. – William Ennis, applicant
 - 1. Grant permission to exceed allowable noise levels throughout the duration of the event
 - 2. Allow closure of the 500, 600 and 700 blocks of St. Johns Avenue for duration of event
- *g. Grant permission to exceed allowable noise levels established by Chapter 30, Palatka Code of Ordinances to John Lyon, Steamboat Willie's, 309 St. Johns Avenue, on October 26, 2013 from 10:00 p.m. to 1:00 a.m. for live outside patio entertainment, per Staff recommendation

* **4. COMMUNITY REDEVELOPMENT AGENCY – 10/24/13 meeting items for approval:**

- *a. **RESOLUTION No. 2013-10-14** adopting revisions to the Building Improvement Grant (BIG) Program – Adopt – ***tabled on October 10, 2013 for revisions***

PUBLIC HEARINGS:

- * **5. BUDGET SUMMARY REPORT – F/Y 2012-2013 Review** – Matt Reynolds, Finance Director
- * **6. ORDINANCE** amending the Fire Pension Plan Benefit Amount – Chapter 175 Extra Multiplier – 2nd Reading, Adopt
- * **7. ORDINANCE** amending the Police Officer Pension Plan Benefit Amount – Chapter 185 Extra Multiplier – 2nd Reading, Adopt
- * **8. ORDINANCE** amending the Code of Ordinances to revise Chapter 2, Article V, Division 1, entitled Code Enforcement Board, to allow for the utilization of a uniform method to impose and collect costs associated with the abatement of nuisance properties – 1st Reading

9. CITY MANAGER & ADMINISTRATIVE REPORTS

10. COMMISSIONER COMMENTS

11. 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:

Oct. 25 – City Employees' Safety Luncheon; 12:00 noon
Oct. 31 – Halloween Trick or Treat – 6 pm to 8 pm
Nov. 11 – City offices closed to observe Veterans Day
Nov. 21 & 22 – FLC Legislative Conference, Orlando FL
Nov. 28 & 29 – City offices closed to observe Thanksgiving
Dec. 24 & 25 – City offices closed for Christmas Holiday
Jan. 1, 2014 – City offices closed for New Year's Day Holiday

Board Openings:

Fire Pension Board – 1 vacancy (Commission appointee)
Code Enforcement Board – 1 vacancy (alternate)
County Library Board – 1 vacancy (city appointee at large)
Tree Committee – 1 vacancy
Historic Preservation Board – 1 vacancy (sub contractor)

CITY OF PALATKA



Proclamation

WHEREAS, pancreatic cancer is one of the deadliest cancers, is the fourth leading cause of cancer death in the United States, and is the only major cancer with a five-year relative survival rate in the single digits at just six percent; when symptoms of pancreatic cancer present themselves, it is late stage, and 73 percent of pancreatic cancer patients die within the first year of their diagnosis while 94 percent of pancreatic cancer patients die within the first five years; and

WHEREAS, in 2013, an estimated 45,220 people will be diagnosed with pancreatic cancer in the United States and 38,460 will die from the disease. Approximately 2,770 deaths will occur in Florida in 2013; the incidence and death rate for pancreatic cancer are increasing and pancreatic cancer is anticipated to move from the fourth to the second leading cause of cancer death in the U.S. by 2020; and

WHEREAS, the U.S. Congress passed the *Recalcitrant Cancer Research Act* last year, which calls on the National Cancer Institute to develop a scientific frameworks, or strategic plans, for pancreatic cancer and other deadly cancers, which will help provide the strategic direction and guidance needed to make true progress against these diseases; and

WHEREAS, the Pancreatic Cancer Action Network is the national organization serving the pancreatic cancer community in the City of Palatka and nationwide through a comprehensive approach that includes public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer; and

WHEREAS, the Pancreatic Cancer Action Network and its affiliates in the City of Palatka support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure. The good health and well-being of the residents of the City of Palatka are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments.

NOW, THEREFORE, I, Vernon Myers, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby recognize, endorse and designate month of November 2013 as

PANCREATIC CANCER AWARENESS MONTH

in the City of Palatka, and hereby encourage the citizens of Palatka to observe the month by contacting the Putnam County Health Department to inquire about pancreatic cancer screening programs available locally as well as any other information regarding the prevention and control of colorectal cancer.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 24th day of October, in the Year of Our Lord Two Thousand Thirteen.

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

PALATKA CITY COMMISSION

By: Vernon Myers, Mayor



PANCREATIC CANCER ACTION NETWORK

Dear Ms. Driggers,

I am writing on behalf of the Pancreatic Cancer Action Network and the estimated 38,460 Americans who will die of pancreatic cancer in 2013, approximately 2,770 of whom live in Florida. In 2013, pancreatic cancer will afflict more than 45,220 Americans, 73% of whom will die within one year of their diagnosis, and 94% of whom will die within five years of diagnosis.

On December 24, 2012, I lost my dad, Bill Hill, to pancreatic cancer at the age of 61. Diagnosed at Stage IV, my dad was only expected to live another 3-6 months. He was determined to fight this disease with everything in him and, despite the grim prognosis, made a date to see his doctors the following year. He kept that date, but died only a few days later. Advances in early detection and treatment options are key to beating this disease and could have made the difference in saving my dad's life.

To date, pancreatic cancer is the fourth leading cause of cancer death in the United States, and it is the only major cancer with a five-year relative survival rate in the single digits at just six percent. Furthermore, the incidence and death rate for pancreatic cancer are increasing, and pancreatic cancer is anticipated to move from the fourth to the second leading cause of cancer death in the U.S. by 2020. We need your help to shine a spotlight on this disease and finally make progress in developing treatments and early detection tools. By issuing a proclamation supporting the observance of November 2013 as Pancreatic Cancer Awareness Month in The City of Palatka you can help us to raise awareness in our community.

I have attached a draft of the proclamation text for your review. I am happy to provide additional official Pancreatic Cancer Action Network material, including pancreatic cancer facts and statistics and NCI funding information, upon request.

We request that one original of the proclamation be made available for our records. Please contact me at 904-868-1030 or alison.strother@comcast.net with any questions. I look forward to working with you to issue a proclamation that will recognize November as Pancreatic Cancer Awareness Month and bring much needed attention to this deadly disease. Thank you for your interest in this important issue.

Sincerely,

Alison Strother
156 Edge of Woods Rd.
Saint Augustine, FL 32092

CITY OF PALATKA



Proclamation

WHEREAS, Hospice and Palliative Care offer the highest quality services and support to patients and family caregivers facing serious and life-limiting illness. Hospice and Palliative Care providers take the time to ask what's important to those they are caring for, and listen to what their patients and families say; and

WHEREAS, skilled and compassionate Hospice and Palliative Care professionals: including physicians, nurses, social workers, therapists, counselors, health aides, and clergy; provide comprehensive care focused on the wishes of each individual patient; and

WHEREAS, through pain management and symptom control, caregiver training and assistance, emotional and spiritual support, allowing patients to live fully up until the final moments, surrounded and supported by the faces of loved ones, friends, and committed caregivers; and

WHEREAS, the provision of quality Hospice and Palliative Care reaffirms our belief in the essential dignity of every person, regardless of age, health, or social status, and that every stage of human life deserves to be treated with the utmost respect and care; and

WHEREAS, every year more than 1.5 million Americans living with life-limiting illness, and their families, receive care from the Nation's Hospice programs in communities throughout the United States; and

WHEREAS, more than 468,000 trained volunteers contribute 22 million hours of service to Hospice program annually. Hospice and Palliative Care providers encourage all people to learn more about options of care and to share their wishes with family, loved ones, and their healthcare professionals; and

NOW, THEREFORE, I, Vernon Myers, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby endorse and proclaim November 2013 as

NATIONAL HOSPICE AND PALLIATIVE CARE AWARENESS MONTH

in the City of Palatka, and hereby encourage the citizens of Palatka to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs by contacting the Hospice and Palliative Care to inquire about programs available locally as well as any other information regarding Hospice and Palliative Care.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 24th day of October, in the Year of Our Lord Two Thousand Thirteen.

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

PALATKA CITY COMMISSION

By: Vernon Myers, Mayor

CITY OF PALATKA



Proclamation

WHEREAS, Children who have a loved one die, especially a close family member, experience intense inner turmoil; and

WHEREAS, Every school district has students who have experienced personal loss and there are more grieving children than most of us realize; and

WHEREAS, The Florida Legislature resolved on April 7, 2011 to observe Children's Grief Awareness Day in Florida annually on the Thursday before Thanksgiving; and

WHEREAS, Children's Grief Awareness Day provides an opportunity for all of us to raise awareness of the painful impact that the death of a loved one has in the life of a child, an opportunity for all of us to recognize and support the millions of grieving children across the nation, the thousands of grieving children right in our own communities, and the grieving children we know and see in our daily lives; and

WHEREAS, Parental grief is boundless and touches every aspect of a parent's being; and

WHEREAS, Herry's Kids Pediatric Services provides specialized services to children and teens with life-threatening illnesses, and offers grief support and therapeutic camps for young people and their loved ones who have experienced a loss.

NOW, THEREFORE, I, Vernon Myers, Mayor of the City of Palatka, together with the members of the Palatka City Commission, do hereby proclaim Thursday, November 12, 2013 as

CHILDREN'S GRIEF AWARENESS DAY

In the City of Palatka, Florida, and applaud the work currently being accomplished and support grieving children on their journey toward hope after a loved one dies.

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of the City of Palatka to be affixed this 24th day of October, in the Year of Our Lord Two Thousand and Thirteen.

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

PALATKA CITY COMMISSION

By: Vernon Myers, MAYOR

This e-mail and any files transmitted with it are intended solely for the recipient(s) to whom it is addressed.

From: Rodney Phillips [<mailto:rphillips@hospiceofcitrus.org>]
Sent: Monday, September 09, 2013 4:05 PM
To: Betsy Driggers
Subject: Hospice Proclamations

City Clerk,

Can you get these two proclamations on the calendar for October? One for National Hospice Month the other for Children Grieving Day.

Thanks

Rodney Phillips
*Hospice of Citrus
and the Nature Coast
Public Relations Manager
927 S. SR 19
Palatka, FL 32177
386.530.4600
rphillips@hospiceofcitrus.org*

Visit us on



<http://www.hospiceofcitrus.org/>

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CITY COMMISSION AGENDA ITEM

SUBJECT:

K-9 OFFICER RETIREMENT - RESOLUTION 2013-10-8 recognizing the retirement of K-9 Lucky from Police Service, and providing for his adoption by Cpl. Chris Ashley - Adopt

SUMMARY:

K-9 Lucky has served the citizens and this department for over 7 years. Recently he has been experiencing pain and weakness in his right hip. Due to his age and current physical condition, and upon the recommendation of Dr. Wells, doctor of veterinary medicine at Crill and Palm Veterinary Hospital, we will be retiring Lucky. His handler and partner, Cpl. Chris Ashley, has expressed an interest in keeping him.

RECOMMENDED ACTION:

Adopt the resolution to officially Retire K-9 Lucky, declare him as surplus property of the City and donate him to his current handler, Cpl. Chris Ashley.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution retiring K-9 Lucky	Resolution Letter
<input type="checkbox"/> Release Form	Cover Memo
<input type="checkbox"/> Bio	Cover Memo
<input type="checkbox"/> Veterinary Letter	Backup Material

RESOLUTION NO. 2013 – 10 -

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
RECOGNIZING THE RETIREMENT OF K-9 POLICE
OFFICER “LUCKY;” DECLARING K-9 LUCKY AS SURPLUS
AND AUTHORIZING HIS ADOPTION BY AND
TRANSFERING OWNERSHIP OF K-9 LUCKY TO
CORPORAL CHRIS ASHLEY, HIS HANDLER.**

WHEREAS, K-9 ‘LUCKY,’ a Czechoslovakia-born German Shepherd police dog, began service to the citizens of Palatka in February 2006, and after seven years of faithful and productive police service, is being retired at the age of 9 years and 2 months; and

WHEREAS, Lucky has provided loyal and dependable service to not only the Palatka Police Department, but has also assisted the Putnam County Sheriff’s Office and FDLE with criminal cases involving tracking, drug detection, protection, vehicle searches, apprehensions, monies seized, vehicles seized, illegal drugs and prescription medication seized and has participated in 65 arrests, for a total of 384 deployments; and

WHEREAS, Corporal Chris Ashley, K-9 Lucky’s handler and partner, wishes to adopt Lucky and has agreed to provide proper care and an appropriate and loving home for him to live out his days in retirement as a canine of leisure; and

WHEREAS, Florida Statute 274.05 provides government units with the authority to classify as surplus any of its property that has not been otherwise lawfully disposed of, and to dispose of said property through sale or donation; and

WHEREAS, The Palatka City Commission finds it appropriate and in the best interest of the City to retire K-9 Lucky from police service, declare him as surplus property and donate him to his handler, Cpl Chris Ashley, who has met all the requirements for and is qualified to to adopt K-9 Lucky, and has executed a K-9 Retirement/Release and Hold Harmless Agreement attached hereto as Exhibit “A” and incorporated into this Resolution.

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

- Section 1: The above recitals are true and correct, and are incorporated herein by reference;
- Section 2: K-9 Lucky is henceforth retired fro police service, declared as surplus property, and is to be released for adoption in accordance with State law and Law Enforcement Administrative Procedures;
- Section 3: The City Manager and Police Chief are hereby authorized to take the necessary steps to effectuate the donation of K-9 Lucky to his handler and partner, Cpl Chris Ashley.

PASSED AND ADOPTED this 24th Day of October, 2013, by the City Commission of the City of Palatka, Florida.

PALATKA CITY COMMISSION

By: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND
LEGALITY:

CITY ATTORNEY

Palatka Police Department

K-9 RETIREMENT

RELEASE and HOLD HARMLESS AGREEMENT

The undersigned is taking possession and ownership of a police K-9 and has full knowledge of this property (Police K-9). The undersigned acknowledges that they have been advised of all known characteristics of the K-9 pertaining to its' training in the areas of drug detection, tracking, apprehension and bite work. The undersigned acknowledges that they have been advised of the possible hazards that a Police K-9 may pose to persons, animals and property.

The undersigned states that they are prepared to and will properly care for the animal including the cost of health care, feeding and grooming of the K-9.

FOR THE SOLE CONSIDERATION OF _____,
(Amount of money, check and check #)

as payment for surplus property (the K-9), the undersigned agrees to release and save and hold harmless the **City of Palatka**, its employees, the **Palatka Police Department**, the **Chief of Police** and other **Palatka Police Department employees, commissioners, legal representatives, successors, agents, assigns and former employees**, who might be liable ("RELEASEES") from any and every claim, demand, or cause of action whatsoever which the undersigned may have or may hereafter have, against the above named persons, agencies or entities in reference to the K-9, _____, and / or
(name of K-9)

its' actions, as well as assuming responsibility for the costs for health care, feeding and grooming.

Dated this ___ day of _____, 2013.

Signature

STATE OF FLORIDA
COUNTY OF PUTNAM

Before me personally appeared _____ who executed the above instrument of his/her own free will and accord with full knowledge of the purpose therefore.

Subscribed in my presence this _____ day of _____, _____. My commission expires on _____, _____, _____.

Produced identification: _____.

Notary Seal

Bio – K-9 Lucky

Police K-9 Lucky is a male Czechoslovakia born German shepherd. Lucky has served the citizens of Palatka for approximately 7 years. He began duties with the Palatka Police Department in February 2006 and is now retiring at the age of 9 years 2 months old. Lucky has served not only the Palatka Police Department, but the Putnam County Sheriff's Office and the Florida Department of Law Enforcement during his career with the Palatka Police Department. His handler, Corporal Chris Ashley describes Lucky as an excellent police K-9, very loyal and dependable. Lucky was utilized as a drug detection dog, a tracking dog and a protection dog.

During his career he had the following accomplishments:

Total deployments	384
Assists for other law enforcement agencies	78
Tracks	111
Vehicle searches	145
Apprehensions	24
Monies seized	\$4000.00
Vehicles seized	4
Cannabis seized	16 pounds
Cocaine seized	125 grams
Crack cocaine seized	45 grams
Illegal pills seized	121 grams
Drug paraphernalia seized	43 items
Total arrests	65
Training hours	1300

Corporal Ashley noted Lucky's successful track and apprehension of a home invasion robbery suspect as a highlight of his career.



CRILL & PALM VETERINARY HOSPITAL

3201 CRILL AVENUE
PALATKA, FLORIDA 32177
TELEPHONE (386) 328 9616

Rec:
10/3/13
JMW

Tim K. Murray, DVM
Jennifer Marraffino Wells, DVM
Rachel Vann Nelson, DVM
Andrew T. Nelson, DVM

October 3, 2013

Dear Assistant Chief Griffith:

I am writing this letter in reference to retiring Officer Ashley's police dog Lucky. Lucky first presented to me with lameness problems on July 30, 2013. He was having weakness primarily in his right rear leg that started a few days before presentation. Examination revealed pain on extension of right hip and upon extension of tail. Radiographs revealed spondylosis (arthritis) throughout his thoracic and lumbar spine as well as osteophytes (bone spurs) at his lumbosacral junction at the attachment of the spine to the pelvis. These findings suggest that the arthritis in his spine may be pinching a nerve and causing pain and weakness to his right rear leg. Another possibility is the start of a hereditary progressive spinal disease called degenerative myelopathy.

We started Lucky on an anti-inflammatory and rest and he seemed to respond initially. At recheck on August 30, 2013, he was doing much better and did not show any signs of weakness. Per Officer Ashley, once he returned to working and training he started showing signs of weakness again.

I re-examined Lucky today and he had significant progression to his weakness. He did not seem to be painful on examination, but did have paresis (weakness) and ataxia (lack of coordination) which was worse in his right rear leg. He also demonstrated proprioceptive deficits to both rear legs. These symptoms suggest a primary neurological problem which may be secondary to degenerative myelopathy or the spinal disease apparent on the radiographs.

Based on the most recent exam and the letter from Deputy Michael Webb indicating that Lucky was having difficulty with balance and weakness during training, I feel it is in Lucky's best interest to be retired.

If you have any questions regarding this recommendation, please do not hesitate to contact me.

Sincerely,

Jennifer M. Wells, DVM

Agenda Item

3a



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2013-10-9 amending the FY 2012-13 Budget through 9/30/2013

SUMMARY:

The City budget is governed by Chapter 166.241 and 200.065, Florida Statutes. These Statutes provide that the total budget at the fund level, once approved, cannot be exceeded unless a supplemental budget appropriation is enacted by the City Commission.

The Finance Department is requesting the attached budget amendments due to on-going requests from department heads to shift money from one line to another as well as final year end budget corrections for grant, project and other various lines.

RECOMMENDED ACTION:

Staff recommends adoption of the Resolution amending the FY 2012-13 Budget for amendments through September 2013 in order to be in compliance with Florida Statutes.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Budget Amendment Resolution	Resolution Letter

RESOLUTION No. 9 -

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AMENDING THE FY 2012-2013 BUDGET**

WHEREAS, the City of Palatka deems it reasonable and necessary to amend the FY 2012-2013 budget.

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

1. That the revenues of the City of Palatka General Fund Budget for the Fiscal Year 2012-2013 are amended as follows:

REVENUES:		Last	Recommended	As
<u>Revenue Number</u>	<u>Description</u>	Approved	Amendments	Amended
001-00-331-2-5503	USDA POLICE VEHICLES	\$ 40,900	\$ (40,900)	\$ -
001-00-331-7-7000	FWC BOAT RAMP IMPROVEMENTS	\$ 776,489	\$ (738,510)	\$ 37,979
001-00-334-3-8000	GP ENVIRONMENTAL CENTER	\$ 800,000	\$ (778,890)	\$ 21,110
001-00-334-7-7002	HUMANITIES COUNCIL-BARTRAM TRAIL	\$ -	\$ 7,948	\$ 7,948
001-00-354-0-1100	RED LIGHT CAMERA	\$ 564,062	\$ (273,467)	\$ 290,595
001-00-384-0-1001	LOAN PROCEEDS-PD VEHICLES	\$ 270,976	\$ (196,624)	\$ 74,352
TOTAL REVENUES AMENDED:		\$ 2,452,427	\$ (2,020,443)	\$ 431,984

2. That the expenditures of the City of Palatka General Fund Budget for the Fiscal Year 2012-2013 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<u>Expenditure Number</u>	<u>Description</u>	Approved	Amendments	Amended
001-07-521-3-3101	RED LIGHT CAMERA-ATS CONTRACT	\$ -	\$ 181,498	\$ 181,498
001-07-521-3-3500	CONFIDENTIAL INFORMANTS	\$ 10,000	\$ (1,500)	\$ 8,500
001-07-521-3-4390	K-9 CARE	\$ 1,000	\$ 200	\$ 1,200
001-07-521-3-5280	OPERATING SUPPLIES	\$ 22,000	\$ (200)	\$ 21,800
001-07-521-6-6401	VEHICLE PURCHASES	\$ 238,713	\$ (160,861)	\$ 77,852
001-07-521-6-6402	VEHICLE PURCHASES (USDA GRANT)	\$ 73,163	\$ (73,163)	\$ -
001-18-519-6-6450	GP ENVIRONMENTAL CENTER	\$ 800,000	\$ (796,929)	\$ 3,071
001-18-519-6-6451	HUMANITIES COUNCIL-BARTRAM TRAIL	\$ -	\$ 7,948	\$ 7,948
001-18-519-8-6351	BOAT RAMP PARKING IMPROVEMENTS	\$ 1,057,609	\$ (1,019,630)	\$ 37,979
001-19-521-6-6400	CAPITAL OUTLAY	\$ -	\$ 6,000	\$ 6,000
001-81-581-9-9140	TRANSFER TO GOLF-BETTER PLACE	\$ 181,890	\$ (40,491)	\$ 141,399
001-83-581-9-9900	OPERATING CASH RESERVE	\$ 491,509	\$ (9,500)	\$ 482,009
001-83-581-9-9907	BETTER PLACE RESERVE	\$ 255,503	\$ 339,650	\$ 595,153
001-83-581-9-9910	SPECIAL POLICE RESERVE	\$ 31,846	\$ 1,500	\$ 33,346
001-83-581-9-9919	RED LIGHT CAMERA REVENUE RESERVE	\$ 564,062	\$ (454,965)	\$ 109,097
TOTAL EXPENDITURES AMENDED:		\$ 3,727,295	\$ (2,020,443)	\$ 1,706,852

3. That the revenues of the City of Palatka Airport Fund Budget for the Fiscal Year 2012-2013 are amended as follows:

REVENUES:		Last	Recommended	As
<u>Revenue Number</u>	<u>Description</u>	Approved	Amendments	Amended
005-00-365-0-1002	SALE OF SURPLUS MATERIAL-OTHER	\$ 150,000	\$ (143,110)	\$ 6,890
005-00-389-3-8902	FDOT-SOUTH AIRPORT DRAINAGE	\$ -	\$ 2,000	\$ 2,000
TOTAL REVENUES AMENDED:		\$ 150,000	\$ (141,110)	\$ 8,890

4. That the expenditures of the City of Palatka Airport Fund Budget for the Fiscal Year 2012-2013 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<u>Expenditure Number</u>	<u>Description</u>	Approved	Amendments	Amended
005-05-542-3-4020	SCHOOLING, CONFERENCE, ETC	\$ 440	\$ (440)	\$ -
005-05-542-3-4400	RENTALS AND LEASES	\$ 4,800	\$ 800	\$ 5,600
005-05-542-3-4610	BUILDING/HANGAR MAINTENANCE	\$ 2,200	\$ 450	\$ 2,650
005-05-542-3-5170	100LL FUEL	\$ 381,097	\$ (12,150)	\$ 368,947
005-05-542-3-5180	JET A FUEL	\$ 125,664	\$ 12,150	\$ 137,814
005-05-542-3-5260	UNIFORMS	\$ 600	\$ (360)	\$ 240
005-05-542-3-5280	OPERATING SUPPLIES	\$ 3,750	\$ (450)	\$ 3,300
005-05-542-6-6292	SOUTH AIRPORT DRAINAGE	\$ -	\$ 2,500	\$ 2,500
005-05-542-9-9900	CONTINGENCY/RESERVE	\$ 2,912	\$ (143,610)	\$ (140,698)
TOTAL EXPENDITURES AMENDED:		\$ 521,463	\$ (141,110)	\$ 380,353

5. That the revenues of the City of Palatka Tax Increment Fund Budget for the Fiscal Year 2012-2013 are amended as follows:

REVENUES:		Last	Recommended	As
<u>Revenue Number</u>	<u>Description</u>	Approved	Amendments	Amended
030-00-331-0-7001	NEA GRANT	\$ 25,000	\$ (25,000)	\$ -
030-00-369-9-1001	SOUTH HISTORIC HIP REIMBURSEMENT	\$ 2,349	\$ 9,195	\$ 11,544
TOTAL REVENUES AMENDED:		\$ 27,349	\$ (15,805)	\$ 11,544

6. That the expenditures of the City of Palatka Tax Increment Fund Budget for the Fiscal Year 2012-2013 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<u>Expenditure Number</u>	<u>Description</u>	Approved	Amendments	Amended
030-30-580-6-6312	NEA GRANT- ART IN PUBLIC SPACES	\$ 45,000	\$ (40,000)	\$ 5,000
030-30-580-6-6322	RIVERFRONT REDEV PROJECT	\$ -	\$ 26,479	\$ 26,479
030-30-580-9-9901	CONTINGENCY/RESERVE-DOWNTOWN	\$ (3,465)	\$ (11,479)	\$ (14,944)
030-30-580-9-9902	CONTINGENCY/RESERVE-SOUTH	\$ 113,237	\$ 9,195	\$ 122,432
TOTAL EXPENDITURES AMENDED:		\$ 154,772	\$ (15,805)	\$ 138,967

7. That the expenditures of the City of Palatka Water Fund Budget for the Fiscal Year 2012-2013 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<i>Expenditure Number</i>	<i>Description</i>	Approved	Amendments	Amended
041-11-533-3-3460	RAILROAD CROSSING MAINTENANCE	\$ -	\$ 190	\$ 190
041-11-533-3-5270	CHEMICALS AND FERTILIZERS	\$ 325,000	\$ (190)	\$ 324,810
041-12-535-3-3460	RAILROAD CROSSING MAINTENANCE	\$ -	\$ 520	\$ 520
041-12-535-3-4320	ELECTRICITY	\$ 151,700	\$ (2,500)	\$ 149,200
041-12-535-3-4620	EQUIPMENT MAINTENANCE	\$ 50,000	\$ 6,500	\$ 56,500
041-12-535-3-5270	CHEMICALS	\$ 34,900	\$ (4,520)	\$ 30,380
041-29-536-9-9102	REIMB GOLF FUND-ELECTRICITY	\$ -	\$ 5,000	\$ 5,000
041-29-536-9-9901	CONTINGENCY/RESERVE	\$ 65,233	\$ (5,000)	\$ 60,233
TOTAL EXPENDITURES AMENDED:		\$ 626,833	\$ -	\$ 626,833

8. That the revenues of the City of Palatka Golf Course Fund Budget for the Fiscal Year 2012-2013 are amended as follows:

REVENUES:		Last	Recommended	As
<i>Revenue Number</i>	<i>Description</i>	Approved	Amendments	Amended
042-00-366-0-0001	DONATION FROM PMGA	\$ 3,500	\$ 2,500	\$ 6,000
042-00-381-0-3000	TRANSFER FROM BETTER PLACE	\$ 144,401	\$ (3,002)	\$ 141,399
042-00-381-0-3001	TRANSFER FROM WATER-ELECTRICITY	\$ -	\$ 5,000	\$ 5,000
TOTAL REVENUES AMENDED:		\$ 147,901	\$ 4,498	\$ 152,399

9. That the expenditures of the City of Palatka Golf Course Fund Budget for the Fiscal Year 2012-2013 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<i>Expenditure Number</i>	<i>Description</i>	Approved	Amendments	Amended
042-16-572-3-3400	CONTRACTUAL SERVICES	\$ 107,206	\$ 4,200	\$ 111,406
042-16-572-3-5270	CHEMICALS AND FERTILIZERS	\$ 34,920	\$ (4,200)	\$ 30,720
042-24-517-7-7104	2008 LOAN - PRINCIPAL	\$ 60,605	\$ (3,000)	\$ 57,605
042-24-572-9-9900	CONTINGENCY/RESERVE	\$ (1,543,862)	\$ 7,498	\$ (1,536,364)
TOTAL EXPENDITURES AMENDED:		\$ (1,341,131)	\$ 4,498	\$ (1,336,633)

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 24th day of October, 2013.

CITY OF PALATKA

By: _____
Its **MAYOR**

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

Agenda Item

3b



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt resolution 2013-10-10 authorizing the City Manager and City Clerk to execute and attest a Joint Participation Agreement with the Florida Department of Transportation for design and construction of T-hangars, drainage, permitting, survey, testing, project management and administration at the Palatka Municipal Airport (100% funding)

SUMMARY:

The Palatka Municipal Airport currently has fifty-four (54) T-hangars. The waiting list for T-hangars includes five (5) prospective tenants. This project would add ten (10) new T-hangars at approximately 1,000 s.f. each. The final location for these hangars has not been determined, but conceptual plans locate them to the east of the terminal building adjacent to the planned apron extension. This project is 100% FDOT funded.

RECOMMENDED ACTION:

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

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution - T-Hangars JPA	Resolution Letter
<input type="checkbox"/> JPA	Exhibit

RESOLUTION NO. 2013-10-10

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN AND CONSTRUCTION OF T-HANGARS, DRAINAGE, PERMITTING, SURVEY, TESTING, PROJECT MANAGEMENT AND ADMINISTRATION AT THE PALATKA MUNICIPAL AIRPORT

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

WHEREAS, the Florida Department of Transportation has proposed a Joint Participation Agreement with the City of Palatka for the above project identified as F.P. Number 43474819414; and

WHEREAS, the total project cost for the above described project at Kay Larkin Municipal Airport is \$400,000.00 with the Florida Department of Transportation funding 100%; and

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

NOW THEREFORE, be it resolved that the Mayor, Vernon Myers, and City Clerk, Betsy J. Driggers, are hereby authorized to execute and attest the Joint Participation Agreement on behalf of the City of Palatka for the design and construction of T-hangars, drainage, permitting, survey, testing, project management and administration at the Palatka Municipal Airport, F.P. Number 43474819414.

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 24th day of October, 2013.

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
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Financial Project Number(s): (item-segment-phase-sequence) 43474819414	Fund: DPTO Function: 637 Federal Number: N/A DUNS Number: 80-939-7102 Agency DUNS Number: 01-059-5445	FLAIR Category.: 088719 Object Code: 750004 Org. Code: 55022020228 Vendor No.: F596000401002 CSFA Number: 55.004 CSFA Title: Aviation Development Grant
Contract Number: _____ CFDA Number: _____ CFDA Title: _____		

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and CITY OF PALATKA
4015 REID STREET PALATKA, FL. 32177
 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before March 31, 2015 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)

Florida Statutes, to enter into this Agreement.

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

1.00 Purpose of Agreement: The purpose of this Agreement is Design and Construction of T-Hangars, Drainage, Permitting, Survey, Testing, Project Management and Administration at the Palatka Municipal Airport, REDI Project.

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

2.00 Accomplishment of the Project

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

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

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

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

3.00 Project Cost: The total estimated cost of the project is \$ \$400,000.00 . 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 \$ \$400,000.00 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; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

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

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 project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

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

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". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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

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

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

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 non-state 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 non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from non-state 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 as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:
2198 Edison Ave.
Jacksonville, Fl. 32204-2730
 - B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:
Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.
2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

2198 Edison Ave.
Jacksonville, Fl. 32204-2730

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 as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

2198 Edison Ave.
Jacksonville, Fl. 32204-2730

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:
2198 Edison Ave.
Jacksonville, Fl. 32204-2730
 - 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:
2198 Edison Ave.
Jacksonville, Fl. 32204-2730
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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.

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. The Department may waive or modify this section as appropriate.

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 2 _____ Public Transportation Office 2198 Edison Ave. M/S 2813 Jacksonville _____, FL, 32204-2730 _____ its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

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

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

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

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

8.15 For real property acquired, submit;

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

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

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.

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

12.20 Procurement of Personal Property and Services

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

12.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 8.23.

12.30 Disadvantaged Business Enterprise (DBE) Policy

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

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

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

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, *et seq.*, which among other things, prohibits discrimination in employment 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, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

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

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, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

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

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

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 March 31, 2015. 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 Urban Transportation Development Manager. 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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 Division of Consumer Services at 1-877-693-5236.

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.

25.00 E-Verify

Vendors/Contractors:

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

Financial Project No(s). 43474819414 _____

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

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

SIGNATURE

James Bennett, PE
DEPARTMENT OF TRANSPORTATION

TITLE

Urban Transportation Development Manager
TITLE

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

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

PROJECT LOCATION:
PALATKA AIRPORT
PALATKA, FLORIDA
PUTNAM COUNTY

PROJECT DESCRIPTION:
FOR DESIGN AND CONSTRUCTION OF T-HANGARS, DRAINAGE, PERMITTING, SURVEY, TESTING, PROJECT MANAGEMENT, ADMINISTRATION.

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.

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

Scope of Services

Design Phase

1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a

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

- a. Percentage Completed. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
 - b. Completed Tasks. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
 3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

Construction Phase

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

of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.

- b. Completed Tasks. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.
6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

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

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

FIN # 43474819414

Contract No. _____

EXHIBIT "A.1"
PROJECT SCHEDULE

<u>ITEM</u>	<u>ESTIMATED DATE</u>
Consultant Selection	<u>COMPLTETED</u>
90% Design	<u>May 2014</u>
100% Design	<u>July 2014</u>
Bid Project	<u>August 2014</u>
Award Project	<u>September 2014</u>
Start Project Construction	<u>September 2014</u>
Construction 50% Complete	<u>December 2014</u>
Construction 75% Complete	<u>February 2015</u>
Complete Project Construction	<u>March 2015</u>
Close Project Out (120 days following project completion date)	<u>June 2015</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.

Print Name

Signature and Date
(In blue ink)

Individual Authorized by agency to manage contract activity.

EXHIBIT "B"
PROJECT BUDGET

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

I.	PROJECT COST:		\$ 400,000.00
		<hr/>	
	TOTAL PROJECT COST:		\$ 400,000.00
II.	PARTICIPATION:		
	Maximum Federal Participation		
	FTA, FAA	(%) or	\$
	Agency Participation		
	In-Kind	(%)	\$
	Cash	(%)	\$
	Other	(%)	\$
	Maximum Department Participation,		
	Primary		
	(DS)(DDR)(DIM)(PORT)	(100%) or	\$400,000.00
	Federal Reimbursable (DU)(FRA)(DFTA)	(%) or	\$
	Local Reimbursable (DL)	(%) or	\$
		<hr/>	
	TOTAL PROJECT COST		\$400,000.00

NOTE: THE TOTAL DEPARTMENT PARTICIPATION IN THIS PROJECT IS 100 % NON FEDERAL FUND SHARE UP TO AN INCLUDING \$400,000.00. REDI PROJECT

EXHIBIT C AVIATION PROGRAM ASSURANCES

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

A. General

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

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

B. General Assurances

The Agency hereby assures that:

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

2. Preserving Rights and Powers:

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

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

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

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

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

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

6. Airport Layout Plan:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Planning Projects

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

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

D. Land Acquisition Projects

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

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

*Joint Participation Agreement (JPA) Exhibit C
Page 4*

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

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

4. New Airports:

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

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

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

E. Aviation Construction Projects

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

1. Certifications: Provide certifications that:

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

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

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

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

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

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

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

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

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

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

F. Noise Mitigation Projects

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

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

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

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

Exhibit D

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

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

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

FEDERAL RESOURCES

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

- 1.
- 2.
- 3.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
55.004	Aviation Development Grant	\$400,000.00

Compliance Requirements

- 1.
- 2.
- 3.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
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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 2013-2014

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 1918B \$187,442,157
Appropriation Category: 088719
Related CFDA Code:
Authorization: Sections 331.360, 332.006, 332.007, 334.044(32), 339.61, 339.62, and 341.053, Florida Statutes.
Objectives: To provide funding for airport planning, airport improvement, land acquisition, airport economic development, and to promote the further development and improvement of aerospace transportation facilities.
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: Prior to the release of funds, a written grant agreement between the Department and the airport, local government, or Space Florida specifying the objectives and requirements of the project is executed.
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

Space Industry Development

Agenda Item

3c



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2013-10-11 authorizing the expenditure of Law Enforcement Trust Fund Monies in the amount of \$4,476.00 to purchase the two-year Leads Online "Totaltrack" subscription package and authorizing the City Manager's execution of the Agency Agreement.

SUMMARY:

Currently the Palatka Police Department is tracking stolen property and individuals who deal in stolen property through "Pawn Network," which is a computer data base that tracks property and the individuals who pawned it through local pawn shops. Local pawn shops are the only source of intelligence if the information is submitted in a timely manner. With the knowledge that criminals are traveling to surrounding counties to sell stolen property it has become much more difficult to track using Pawn Network.

Law Enforcement agencies in Putnam and surrounding counties have already or are in the process of switching from Pawn Network to "Leads Online." The benefit to Leads Online over Pawn Network is the ability to track stolen property on a local, state, and national level. Over 2,400 Law Enforcement agencies throughout Florida and across America use Leads Online. This wide range of intelligence sharing will increase our chances of locating stolen property and solving crimes such as theft and burglary. Pawn Network only provides us with the ability to search locally.

Acquiring Leads Online requires an annual subscription. A proposal submitted by Leads Online contains three packages. The package requested for purchase is Totaltrack, which is priced at \$2,238.00. A two year subscription for Leads on Online was included in the 2013/2014 fiscal year in the amount of \$4,476.00.

RECOMMENDED ACTION:

Adopt the resolution authorizing the expenditure of Law Enforcement Trust Funds as well as the execution of a Law Enforcement Agency Agreement with Leads Online for the purchase of a two-year subscription for the Leads Online Totaltrack package utilizing Law Enforcement Trust Funds in the amount of \$4,476.00. This will comply with the provisions of F.S.S. 932.705 (5)(a).

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution Letter
<input type="checkbox"/> LeadsOnline Agency Agreement	Exhibit
<input type="checkbox"/> LeadsOnline Invoice	Exhibit
<input type="checkbox"/> FI Statute	Backup Material

RESOLUTION No. 2013-10-11

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXPENDITURE OF LAW
ENFORCEMENT TRUST FUNDS IN AN AMOUNT NOT
TO EXCEED \$4,476 FOR THE PURCHASE OF LEADS
ONLINE INVESTIGATIVE SYSTEM AND AUTHORIZING
THE EXECUTION OF A LAW ENFORCEMENT AGENCY
AGREEMENT FOR SERVICES**

WHEREAS, the Palatka Police Department's Criminal Investigative Division wishes to obtain investigative information from a electronic system accessible only by Law Enforcement Agencies for the sole purpose of identifying merchandise and/or persons suspected to have been involved in crimes; and

WHEREAS, Florida Statutes 932.7055 (5)(a-c) allows for the utilization of special law enforcement trust funds for such purposes as crime prevention, drug abuse education and prevention programs, or for other law enforcement purposes; and

WHEREAS, the Palatka Police Department wishes to purchase a two-year "Totaltrack" subscription service from LeadsOnline LLC for the purpose of such obtaining confidential information to provide support for its investigators, and the Palatka City Commission finds it reasonable and in the best interest of the City to authorize the use of Law Enforcement Trust Funds to purchase this service.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida, that the Palatka Police Department is hereby authorized to expend Law Enforcement Trust Funds in an amount not to exceed \$4,476.00 for the purchase of a two-year subscription to Leads Online Investigative System.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign the Agency Agreement with LeadsOnline to purchase a two-year "Totaltrack" subscription service.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 24th day of October, 2013

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND LEGALITY:**

CITY ATTORNEY

AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated, **October 15, 2013**, is made between **City of Palatka** ("City") and **LeadsOnline LLC** ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains at its web site a confidential investigations system accessible electronically exclusively by Law Enforcement Agencies for the sole purpose of identifying merchandise and/or persons suspected to have been involved in crimes.

City desires to utilize the electronic system to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

I.

DEFINITIONS

- 1.1 **"Authorized Officials"** means duly authorized law enforcement personnel of City.
- 1.2 **"Data"** includes but is not limited to the ticket number, item number, make, model, property description and serial number of merchandise sold to a Dealer or used as loan collateral by a Secondhand Dealer, and other non-public personal information pertaining to any customer(s) involved in the aforementioned transactions (including for example, customers' names, addresses, identification numbers and any images) collected by Dealer during course of a transaction.
- 1.3 **"Law Enforcement Agency"** means any municipal, county, state or federal government staffed and operated agency whose primary purpose is criminal investigation and/or law enforcement.
- 1.4 **"Secondhand Dealer"** means any person or entity that purchases pre-owned personal property other than Scrap Metal and/or uses personal property as loan collateral and furnishes Data relative thereto to Leads for inclusion in Leads' database.
- 1.5 **"Scrap Metal Dealer"** means any person or entity that purchases ferrous or nonferrous metal that is no longer used for its original purpose and is capable of being processed for reuse by a metal recycling facility, and furnishes Data relative thereto to Leads for inclusion in Leads' database.
- 1.6 **"Scrap Metal"** includes materials purchased by Scrap Metal Dealers including but not limited to iron, brass, wire, cable, copper, bronze, aluminum, platinum, lead, solder, steel, catalytic converters.

- 1.7 **"Dealer"** means Secondhand Dealer and/or Scrap Metal Dealer as specified in Attachment "A". If either Secondhand Dealer or Scrap Metal Dealer is not specified in Attachment "A", only the specified Dealer type will apply.

II.
APPOINTMENT

- 2.1 Subject to the terms of this Agreement, City hereby appoints Leads as its agent, as such term is utilized in the Gramm-Leach-Bliley Act of 1999 (the "GLBA"), for the sole purpose of collecting, maintaining and disseminating Data from Dealers. This agency appointment is effective as of the registration date of City's initial user.

III.
AGREEMENTS AND RESPONSIBILITIES OF CITY

- 3.1 City agrees that City's use of the Data displayed at Leads' web site will be for the purpose of identifying stolen merchandise and/or persons suspected of involvement in crimes.
- 3.2 City agrees to not divulge Data or information obtained through City's access to Leads' web site to anyone other than Authorized Officials and persons with City's agency entitled to receive the Data or information pursuant to statute, rule or regulation, including specifically the GLBA.
- 3.3 City agrees to not access information from Leads' web site for purposes of gathering information from outside of City's jurisdiction for any third party, including private parties and other law enforcement agencies.
- 3.4 City agrees that passwords provided by Leads to City enabling City to utilize Leads' web site will be made known only to Authorized Officials of City and that only those Authorized Officials will be permitted to use the passwords or otherwise access the electronic system at Leads' web site. City will notify Leads when Authorized Officials leave the agency, change duties, or are otherwise no longer authorized to access Leads' investigations system.
- 3.5 City agrees not to use the Data or information displayed at Leads' web site for any unlawful purpose, or in any manner, which may create liability for Leads or Dealers. City agrees its use of the Data or information contained at Leads' web site will not be other than as permitted by law or the rights duly granted to City in carrying out City's official duties.
- 3.6 City agrees to act in accordance with local laws and procedures when confiscating an item found in a business outside of City's jurisdiction.
- 3.7 City agrees to submit accurate information, including but not limited to valid identity of Authorized Officials establishing accounts to access the system and City case numbers for specific items and/or suspects in conducting any search or use of Leads' web site.
- 3.8 City agrees to change its password(s) every 90 days.

- 3.9 City is responsible for ensuring that City's hardware can connect to Leads' website via the Internet.
- 3.10 City is responsible for ensuring compliance among businesses in City's jurisdiction. City agrees to not discourage Dealers from furnishing Data to Leads.

IV.

AGREEMENTS AND RESPONSIBILITIES OF LEADS

- 4.1 Leads agrees to operate and maintain an electronic investigations system at its web site for the purpose of receiving and disseminating Data from Dealers for the use of Law Enforcement Agencies.
- 4.2 Leads agrees to provide system capabilities in accordance with Attachment "A" attached to this Agreement which by this reference is incorporated herein.
- 4.3 Leads agrees to implement commercially reasonable efforts to perform, as well as developments and modifications to Leads' web site and on Leads' infrastructure in a manner that is not disruptive to City.
- 4.4 Leads agrees to facilitate City's access to the Data by passwords and user names selected by City within reasonable parameters established by Leads.
- 4.5 Leads agrees to provide City with secure access to a report detailing the usage of Leads' web site by Authorized Officials.
- 4.6 Leads' client support and training is available to City at no additional cost when performed by telephone or email between the hours of 7:30 AM and 5:30 PM Central Time. City may request Leads to travel to City's location for specialized training and support. Special services including after-hours support and on-site training may be provided upon mutual agreement, and may include rates for time, materials, travel, and miscellaneous expenses as agreed upon by the parties.

V.

CONDITIONS FOR CITY'S ACCESS AND USE OF LEADS' WEB SITE

- 5.1 By entering into this Agreement, City represents it is a Law Enforcement Agency as that term is defined in Section I. City's appointment of Leads as agent is made in order to obtain information of a financial institution in connection with the performance of the official duties of City, as is contemplated by the GLBA.
- 5.2 Leads may modify or upgrade any aspect(s) of Leads' web site at any time without notice to City.
- 5.3 All Data is provided solely by Dealers using Dealers' proprietary operational software according to the laws and practices enforced in Dealer's jurisdiction. Therefore, Leads cannot and does not represent or endorse the completeness, accuracy or reliability of the

Data displayed through Leads' web site, nor the functionality of Dealer's operational software. City acknowledges that any reliance by City or any Law Enforcement Agency upon any Data or other information displayed or distributed through Leads' web site shall be at City's sole risk.

- 5.4** Leads reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, or government request, or to edit, refuse to post or to remove any Data or information, in whole or in part, that in Leads' sole discretion is inaccurate, incomplete or is in violation of local, state and/or federal law.

VI. **TERM**

- 6.1** This Agreement will become effective as of the date first set forth above and remain in effect for three (3) years or until termination by Leads or City as described below. City will pay subscription fees according to the schedule set forth in Attachment B which by this reference is incorporated herein.
- 6.2** This Agreement may be renewed for successive additional one-year terms upon mutual agreement of the parties prior to the expiration of the initial term or any renewal term thereafter. In the event of renewal, City agrees to pay Leads an annual subscription fee for the renewal period within 30 days of invoice.
- 6.3** City may immediately and without notice, terminate this Agreement, at City's sole option, if Leads fails to perform any material obligation required of Leads under this Agreement; or violates any laws, rules or regulations. If termination occurs under this paragraph, Leads shall remit to City on a pro-rated basis that portion of the annual subscription fee paid by City from the date Leads commits any breach described above until the end of the applicable service period.
- 6.4** City may terminate this Agreement by providing 60 days notice to Leads prior to the next applicable service period if funding to make the next scheduled payment is not appropriated to the City for this Agreement.
- 6.5** Leads may immediately and without notice, terminate this Agreement for cause, at Leads' sole option, if City: (a) fails to pay any annual subscription fee owed to Leads within 30 days of invoice; (b) fails to perform any material obligation required of City under this Agreement; (c) violates any laws, rules or regulations.
- 6.6** Leads may immediately and without notice terminate this agreement if in Leads' sole discretion, Leads determines that providing City with access to Leads' system creates liability for Leads. If termination occurs under this paragraph, Leads shall remit to City on a pro-rated basis that portion of the annual subscription fee paid by City from the date of termination until the end of the applicable service period.

VII.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 7.1 **LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO LEADS' WEB SITE AND LEADS' SERVICES TO BE ACCESSED, USED OR DELIVERED PURSUANT TO THIS AGREEMENT. LEADS' WEB SITE, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEB SITE IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. LEADS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN LEADS' WEB SITE OR ANY DATA, MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE LEADS' WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. LEADS SHALL NOT BE LIABLE IN ANY MANNER OR IN ANY RESPECT FOR THE USE OF LEADS' WEB SITE BY CITY, INCLUDING, WITHOUT LIMITATION, FOR THE ABSENCE OR PRESENCE OF DATA OR CONTENT OR ANY ERRORS CONTAINED THEREIN.**

VIII.

INDEMNIFICATION

- 8.1 Leads shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of City's employees arising out of or related to City's use of Leads' web site.

City shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Leads' employees arising out of or related to operation or use of Leads' website. If both Leads and City are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of the employees of Leads and City under this Agreement, Leads and City shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement.

Leads shall indemnify, hold harmless, protect and defend City and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the system), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by City, Leads' liability under this paragraph 8.1 shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by City.

IX.

COPYRIGHT/REVERSE ENGINEERING/RECORDS REQUESTS

- 9.1** Leads' web site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws. The contents of Leads' web site are only for the purpose described herein. All materials contained on Leads' web site are protected by copyright, and are owned or controlled by Leads or the party credited as the creator of the content. City will abide by any additional copyright notices, information, or restrictions contained in any content on Leads' web site.
- 9.2** City agrees not to decompile or otherwise copy or use the Leads' web site for purposes of reverse engineering or reconstruction, and will not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any materials it obtains from Leads or Leads' system.
- 9.3** Data is not considered by the parties to fall into the category of public record unless otherwise specified by law in City's jurisdiction. If Leads receives a request for records from parties other than Law Enforcement Agencies, courts, or other official sources regarding City personnel or Data from City's jurisdiction, Leads will refer the request to City. If any third party requests City to provide information involving Leads' materials or Data, City will make reasonable efforts to limit disclosure to that which is specifically required by law to be disclosed. City will obtain, to the extent possible, confidential treatment for information by any authority requiring delivery of information.

X.

MISCELLANEOUS

- 10.1** Leads may assign or delegate all or part of Leads' rights or duties under this Agreement without notice to City. City may not make any assignment of this Agreement without Leads' prior written consent, which will not be unreasonably withheld.
- 10.2** If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to City.
- 10.3** Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slow-downs.
- 10.4** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries. The only persons who may enforce this Agreement and any rights under this Agreement are CITY and Leads.
- 10.5** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction

for any action or proceeding arising out of or related to this Agreement shall be in an appropriate state or federal court located in the State of Texas.

10.6 This Agreement constitutes the entire agreement between the parties, and shall supersede all prior agreements and understandings, if any, between the parties respecting the subject matter hereof.

10.7 In the event City submits any work order, purchase order, performance or delivery request or the like (the "Initiation Document"), any term or provisions contained therein which purports to modify or enlarge the obligations or liabilities of Leads shall not be effective without the express written consent thereto by Leads. The mere acceptance by Leads of an Initiation Document and/or Leads' performance or delivery of goods and services thereunder shall not constitute or imply its consent to the modification or enlargement of its obligations and liabilities under this Agreement.

LEADS

LeadsOnline LLC

Signature: _____

Print Name: David K. Finley

Title: President & CEO

Date: _____

Address: 6900 Dallas Parkway, Suite 825
Plano, Texas 75024

Federal Tax I.D. # 42-1720332

CITY

City of Palatka

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: 201 North 2nd Street
Palatka, FL 32177

AGENCY AGREEMENT – Attachment ‘A’

TOTALTRACK SERVICE PACKAGE INCLUDES:

- Online reporting system for all Secondhand Dealers
- Accounts for an unlimited number of Authorized Officials
- Images of property, sellers, vehicles, thumbprints and signatures as provided by reporting businesses
- System updates, training and support for Authorized Officials and Secondhand Dealer personnel
- Store monitor compliance tools
- 3 years history plus current year (Free archive retrieval for cold cases)
- Report It citizen property inventory system
- NCIC automated stolen property reports
- Nationwide search access to transaction Data from Secondhand Dealers
- Hit alerts to mobile phones
- BOLO (continuous, saved) searches (50)
- eBay First Responder Service
- POI Inter-agency communication system (1,000 entries)
- Case Search System

AGENCY AGREEMENT – Attachment 'B'

SUBSCRIPTION FEE SCHEDULE

Each of the first three full twelve (12) month service periods:

TOTALTRACK SERVICE PACKAGE

\$2,238

OTHER TERMS

There will be no increase in the annual Subscription fee during the first three full twelve month periods.

Payments are due upon execution of this Agreement and on the first day of each of the service periods during the term.



Palatka Police Department
 110 North 11th Street
 Palatka, FL 32177

Attn: Sgt. Jason Shaw

Invoice #: 225797
 Invoice Date: 10/15/2013
 Customer #: PKAFLPD
 Terms: Due on receipt
 Our Tax ID #: 42-1720332

INVOICE

P.O. Number:

Status:		
FYES1013		
Months	Description	Total
12	LeadsOnline TotalTrack Service Package: 10/15/13 - 10/14/14	2,238.00
12	LeadsOnline TotalTrack Service Package: 10/15/14 - 10/14/15	2,238.00

Contract Dates:
10/15/13 - 10/14/15

**Thank you for your subscription. Please remit payment to:
 LeadsOnline, 6900 Dallas Parkway, Suite 825, Plano, TX 75024**

**To pay by credit card, please call 972-331-7748
 We accept American Express, Visa, MasterCard, and Discover Card
 We also accept Direct Deposit | Electronic Funds Transfer | ACH**

Purchase Orders should be emailed to accounting@leadsonline.com

Total Due: \$4,476.00

Please call 972-331-7748 or email accounting@leadsonline.com should you have any questions about this invoice.

Select Year: 2011 

The 2011 Florida Statutes

Title XLVII
CRIMINAL PROCEDURE AND
CORRECTIONS

Chapter 932
PROVISIONS SUPPLEMENTAL TO CRIMINAL
PROCEDURE LAW

View Entire
Chapter

932.7055 Disposition of liens and forfeited property.—

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

- (a) Retain the property for the agency's use;
- (b) Sell the property at public auction or by sealed bid to the highest bidder, except for real property which should be sold in a commercially reasonable manner after appraisal by listing on the market; or
- (c) Salvage, trade, or transfer the property to any public or nonprofit organization.

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

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

- (a) Sell the property with the proceeds being used towards satisfaction of any liens; or
 - (b) Have the lien satisfied prior to taking any action authorized by subsection (1).
- (4) The proceeds from the sale of forfeited property shall be disbursed in the following priority:
- (a) Payment of the balance due on any lien preserved by the court in the forfeiture proceedings.
 - (b) Payment of the cost incurred by the seizing agency in connection with the storage, maintenance, security, and forfeiture of such property.

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

(d) Notwithstanding any other provision of this subsection, and for the 2011-2012 fiscal year only, the funds in a special law enforcement trust fund established by the governing body of a municipality may be expended to reimburse the general fund of the municipality for moneys advanced from the general fund to the special law enforcement trust fund before October 1, 2001. This paragraph expires July 1, 2012.

(5)(a) If the seizing agency is a county or municipal agency, the remaining proceeds shall be deposited in a special law enforcement trust fund established by the board of county commissioners or the governing body of the municipality. Such proceeds and interest earned therefrom shall be used for school resource officer, crime prevention, safe neighborhood, drug abuse education and prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law enforcement vehicles, and providing matching funds to obtain federal grants. The proceeds and interest may not be used to meet normal operating expenses of the law enforcement agency.

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

(c) An agency or organization, other than the seizing agency, that wishes to receive such funds shall apply to the sheriff

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

1. Such funds may be used only for school resource officer, crime prevention, safe neighborhood, drug abuse education, or drug prevention programs or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate.
2. Such funds shall not be a source of revenue to meet normal operating needs of the law enforcement agency.
3. After July 1, 1992, and during every fiscal year thereafter, any local law enforcement agency that acquires at least \$15,000 pursuant to the Florida Contraband Forfeiture Act within a fiscal year must expend or donate no less than 15 percent of such proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program(s). The local law enforcement agency has the discretion to determine which program(s) will receive the designated proceeds.

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

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

(a) The Department of Law Enforcement, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the Forfeiture and Investigative Support Trust Fund as provided in s. 943.362 or into the department's Federal Law Enforcement Trust Fund as provided in s. 943.365, as applicable.

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

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

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

(e) The Fish and Wildlife Conservation Commission, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the State Game Trust Fund as provided in ss. 379.338, 379.339, and 379.3395 or into the Marine Resources Conservation Trust Fund as provided in s. 379.337.

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

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

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

(i) The Department of Agriculture and Consumer Services, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the Agricultural Law Enforcement Trust Fund or into the department's Federal Law Enforcement Trust Fund as provided in s. [570.205](#), as applicable.

(j) The Department of Military Affairs, the proceeds accrued from federal forfeiture sharing pursuant to 21 U.S.C. ss. 881(e)(1)(A) and (3), 18 U.S.C. s. 981(e)(2), and 19 U.S.C. s. 1616a shall be deposited into the Armory Board Trust Fund and used for purposes authorized by such federal provisions based on the department's budgetary authority or into the department's Federal Law Enforcement Trust Fund as provided in s. [250.175](#), as applicable.

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

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

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

(n) The Division of Insurance Fraud of the Department of Financial Services, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the Insurance Regulatory Trust Fund as provided in s. [626.9893](#) or into the Department of Financial Services' Federal Law Enforcement Trust Fund as provided in s. [17.43](#), as applicable.

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

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

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

History.—s. 5, ch. 92-54; s. 2, ch. 92-290; s. 21, ch. 94-265; s. 479, ch. 94-356; s. 5, ch. 95-265; s. 72, ch. 96-321; s. 41, ch. 96-418; s. 2, ch. 98-387; s. 3, ch. 98-389; s. 4, ch. 98-390; s. 5, ch. 98-391; s. 2, ch. 98-392; s. 2, ch. 98-393; s. 2, ch. 98-394; s. 61, ch. 99-245; s. 2, ch. 2000-147; ss. 26, 79, ch. 2002-402; s. 1923, ch. 2003-261; s. 37, ch. 2003-399; s. 3, ch. 2004-39; s. 38, ch. 2004-234; s. 16, ch. 2004-344; s. 23, ch. 2005-3; s. 19, ch. 2005-71; s. 2, ch. 2005-109; s. 5, ch. 2005-117; s. 11, ch. 2006-26; s. 20, ch. 2006-176; s. 21, ch. 2006-305; s. 7, ch. 2007-14; s. 10, ch. 2007-73; s. 10, ch. 2008-153; s. 207, ch. 2008-247; s. 7, ch. 2009-82; s. 8, ch. 2010-153; s. 18, ch. 2011-47.

Note. Section 18, ch. 2011-47, amended paragraph (4)(d) "[i]n order to implement Specific Appropriations 1192 and 1198 of the 2011-2012 General Appropriations Act."

Agenda Item

3d



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2013-10-13 authorizing execution of a proposal with Custard Insurance Adjusters (Robert Bird), for periodic inspections, review of payments and certification of work on Water Taxis

SUMMARY:

On September 26, 2013 the Commission approved a Change Order for Poseidon, LLC to authorize completion of work on the two water taxis. As part of that agreement, the City retained the right to employ the services of a marine surveyor or engineer to conduct periodic inspections to ascertain status and progress toward satisfactory completion with regards to workmanship, equipment and installations per agreement specifications .Staff reached out to local ship builders for recommendations on marine surveyors and engineers. Mr. Bird was one of those recommended and has the requisite experience to adequately oversee construction on the boats and ensure compliance with the specifications. Mr. Bird has estimated that fourteen (14) site visits will be necessary. Based upon the needed site visits and current status of construction, Mr. Bird has proposed to provide inspection and progress payment review services for an amount not to exceed \$14,000 .

RECOMMENDED ACTION:

Adopt the resolution authorizing the execution of a proposal from Custard Insurance Adjusters (Robert Bird) for periodic inspections, review of progress payments and certification of work on water taxis

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution Letter
<input type="checkbox"/> Proposal	Backup Material
<input type="checkbox"/> Resume	Backup Material

RESOLUTION NO. 2013-10-13

A RESOLUTION AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST A PROPOSAL FROM CUSTARD INSURANCE ADJUSTERS (ROBERT BIRD) FOR PERIODIC INSPECTIONS, REVIEW OF PROGRESS PAYMENTS AND CERTIFICATION OF WORK ON WATER TAXIS

WHEREAS, the City of Palatka and the Florida Department of Transportation have entered into Joint Participation Agreements 41057219401, 41057219490 and 41057229401 for Ferry Boat Discretionary Funding; and

WHEREAS, the City desires to employ the services of a marine surveyor to conduct periodic inspections to ascertain status and progress toward satisfactory completion with regards to workmanship, equipment and installations per agreement specifications; and

WHEREAS, Mr. Robert Bird has proposed to provide inspection and progress payment review services for an amount not to exceed \$14,000; and

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

NOW THEREFORE, be it resolved that the City Manager and City Clerk are hereby authorized to execute and attest the proposal from Custard Insurance Adjusters (Robert Bird) for periodic inspections and review of progress payments for work completed on the water taxis for an amount not to exceed \$14,000.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 24th day of October, 2013.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



// _____

Address Reply

2044 Sussex Dr. South
Orange Park, FL 32073
Phone: 904-278-0617
Cell: 904-502-0307
Fax: 904-278-8098

October 15, 2013

City of Palatka
Palatka, FL

Attn. Mr. Jonathan Griffin;

RE: Boat Inspection Proposal

Was my pleasure to have met you and the other fine folks from the city and representing Surety.

It is my understanding per our discussions of what is needed concerning the (2) water taxis/excursion boats being built by Poseidone-Trident in Tavares, FL is that of periodic inspections to ascertain status and progress toward satisfactory completion with regards to workmanship, equipment and installations per agreement specifications. Plus review of invoicing for progress payment at specified intervals based of construction progress as determined by inspection(s).

Further to our discussions and review of the Change Order this appears to be a 5-month project for the first boat while at the same time working on #2 boat with a 3-month extension for completion of #2 boat and/or an anticipated total of 8-months contract completion, excluding any unforeseen interruptions or delays.

Based on our discussions, I would propose an inspection program of once a month for the first 2-months and then twice a month thereafter inspecting status/progress on both boats for an anticipated total of (14) inspections/visits to location. In my calculation of cost I have considered the travel, survey and office report time, plus associated expenses including mileage, telephone, photographs and clerical for total proposed cost of \$14,000.00. Should additional inspection be required, these will be charge at a reduced all inclusive rate of \$950.00 each. My company will not allow me to carry an open invoice on any assignment for longer than 2-months. It will therefore be necessary for me to issue an interim invoice for services on 2-month intervals. Based on the proposed total cost, this would be 2-month invoicing of \$3,500.00.

I look forward to the opportunity of working with you and to be of service to the City of Palatka. Please let me know if my proposal is acceptable and/or if you have any questions.

Respectfully,

Above Proposal and stated Terms are acceptable

Robert L. Bird
Senior Marine Surveyor

signed: _____
date: _____

ROBERT L BIRD
Senior Marine Surveyor
2044 Sussex Drive South
Orange Park, FL 32073
Phone: 904-264-2476
Fax: 904-278-8089
Cell: 904-502-0307
RobertlBird@comcast.net

RESUME

ROBERT L BIRD
SENIOR MARINE SURVEYOR
ORANGE PARK / JACKSONVILLE, FL

**Summary of
qualifications**

September 2011- Present – Custard Insurance Adjusters - Marine and Cargo Specialty Division – Jacksonville/Orange Park, FL – Senior Marine Surveyor: rbird@custard.com

September 2005 - September 2011 – Crawford Marine and Transportation - Jacksonville/Orange Park, FL – Senior Marine Surveyor

June 1999 – September 2005 – SGS Marine Services - formerly ITS/Intermodal Transportation Services, Jacksonville, FL – Principal Surveyor

June 1976 – June 1999 - Hull & Cargo Surveyors, Inc. Ft Lauderdale, FL, Tampa FL and Jacksonville, FL - Principal Surveyor

EXPERIENCE: (40+ years)

September 12, 2011 through present with Custard Insurance Adjusters as Senior Marine Surveyor in the Jacksonville/Orange Park, FL office.

2005 through September 2011 with Crawford Marine and Transportation as Senior Marine Surveyor in the Jacksonville/Orange Park, FL office.

Employed June 21, 1999 through September 2005 with Intermodal Transportation Services, Inc., Marine Division as Principal Surveyor, Jacksonville/Orange Park, FL office. Company changed name to SGS Marine Services in late 2003 to better align with parent company name, SGS North America, Inc.

Employed June 7, 1976 with Hull & Cargo Surveyors, Inc. Commenced employment in the Fort Lauderdale, Florida office as surveyor trainee for a period of one (1) year and was then promoted to Staff Surveyor. Promoted to Principal Surveyor and transferred to Tampa office, February 1982 through 1991. Transferred to Jacksonville office as Principal Surveyor in September 1991 to June 1999, when company closed down.

During my 37 year tenure as marine surveyor with Hull and Cargo Surveyors, SGS Marine Services, Crawford Marine and Transportation and continuing with my present employment with Custard Marine & Cargo Division, I was and am responsible to and have completed a wide variety of Wet Marine and Inland Marine Surveys.

Particular Experience includes – routine condition and value and loss/damage inspections of hull and machinery on pleasure craft, fish boats, commercial vessels, brown water ships, tugs, and barges. On and Off Hire surveys of ships, tugs and barges. Also wreck removal, salvage, and disposition of salvage.

Blue Water – routine and loss/damage inspections of hull and machinery, cargo bulk, break bulk, and containerized. P & I inspections on behalf of underwriters and/or P & I Clubs. Dead ship trip and tows of commercial freighters, naval ships and barge tows with loading and securing of cargo onboard.

Further experienced in: ocean and air cargo shipping, outturn, damage inspections, and salvage disposition, Inland marine inspections for condition, operation and loss/liability of towing companies, boat yards/marinas, boat dealers, shipyard, associated equipment, and contractor's equipment.

1967 – 1976

Through previous employment, experienced in all facets of new marine equipment installation and service for repair and routine normal maintenance of private yachts and commercial vessels of 100' or less, inclusive of mechanical, electrical and carpentry.

XXXXXXXXXXXXXXXXXXXXXXXXXX

Agenda Item

3e



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution 2013-10-12 declaring certain city-owned vehicles and Police Department equipment as surplus and providing for their disposition.

SUMMARY:

Staff has determined that five city vehicles from various City departments should be declared as surplus and sold at on-line auction in accordance with City policy.

In addition, the Police Department has submitted a list of surplus equipment, which is attached as an exhibit to the resolution the Commission is being asked to adopt. In addition to the PD Equipment, which will be sold at on-line auction, the Police Department has submitted a list of armory weapons, which, after being declared surplus, will be traded in for \$755 in store credit at DGG Taser.

The Police Department has also requested the City surplus (xx) pole cameras for donation to the Tri-County Task Force to be used in the eradication of drugs from Putnam County. After donation of these cameras to the Task Force, the PD will still have access to and be able to utilize them. An attached memorandum explains this transaction in more detail.

RECOMMENDED ACTION:

Adopt the resolution declaring certain vehicles and Police Department equipment as surplus and authorizing the City Manager to dispose of the surplus property in a manner consistent with administrative procedures, and to amend the City's inventory accordingly.

ATTACHMENTS:

Description	Type
D Resolution declaring surplus property & disposition	Resolution Letter
D Exhibits A, B, C & Staff Reports	Exhibit

RESOLUTION NO. 2013 – 10 - 12

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
DECLARING CERTAIN PROPERTY TO BE SURPLUS AND
DIRECTING THE CITY MANAGER TO DISPOSE OF
SURPLUS PROPERTY IN ACCORDANCE WITH CITY
ADMINISTRATIVE PROCEDURES**

WHEREAS, Florida Statute 274.05 provides government units with the authority to classify as surplus any of its property that has not been otherwise lawfully disposed of, that is obsolete, or the continued use of which is uneconomical or inefficient, or which serves no useful function, and to dispose of said property through sale or donation;

WHEREAS, The City of Palatka (the City) owns certain Police Department property as described more specifically in Exhibit “A” attached hereto, as well as Police Department armory weapons more specifically described in Exhibit “B” attached hereto, and two (2) Police Department Samsung High Resolution Dome (pole-mounted) Camera Systems as described in Exhibit “C” attached hereto, and five (5) vehicles described as follows:

- | | |
|--|-------------------------|
| 1. (1) 2000 Dodge Intrepid (Green) | Vin # 2B3HD46R8M124973 |
| 2. (1) 1998 Ford Ranger (Green) | Vin # 1FTYR1444WPB35963 |
| 3. (1) 1984 Ford Flatbed (Yellow) U#74 | Vin # 1FDWK74N5EVA06174 |
| 4. (1) 1995 Ford F-150 (White) U#32 | Vin # 1FTEX25Y0SKB42362 |
| 5. (1) 2001 Dodge Ram 1500 (Blue) U#25 | Vin # 1B7HC16Y315282508 |

WHEREAS, this property has become obsolete over time, or in the case of the pole cameras, are no longer economically feasible to operate; and

WHEREAS, City Staff has recommended that the property be deemed surplus items; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to declare the property described herein to be surplus property for disposal in accordance with administrative procedures.

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

- Section 1: The above recitals are true and correct, and are incorporated herein by reference;
- Section 2: The property described herein and in Exhibits “A,” “B” and “C” is declared to be surplus property to be disposed of in accordance with administrative procedures;
- Section 3: The Police armory property described in Exhibit “B” is authorized as trade for \$755 of store credit at DGG Taser, and the Police camera surveillance property described in Exhibit “C” is authorized to be donated to the Tri-County Task Force to be used for the surveillance of criminal activity in Putnam County;
- Section 3: The City Manager is hereby authorized to dispose of all surplus property in a manner consistent with administrative procedures, and to amend the City’s inventory accordingly.

PASSED AND ADOPTED this 24th Day of October, 2013, by the City Commission of the City of Palatka, Florida.

PALATKA CITY COMMISSION

By: _____
Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM AND
LEGALITY:**

CITY ATTORNEY

Palatka Police Department
Inventory / Surplus Items Form

EXHIBIT "A"



1 of 3 pgs

Date: 9-20-13

Submitted by: Sgt. Matt Newcomb

Item	Qty	Discription	Serial #	City ID #
1	1	Size 12 EE Chippewa Black Boots	N/A	N/A
2	1	Size 14 D Chippewa Black Boots	N/A	N/A
3	1	Size 10 D Chippewa Black Boots	N/A	N/A
4	8	Assorted Size Safari Land Buckle Free Duty Belts	N/A	N/A
5	5	Nylon rifle slings missing parts or broken	N/A	N/A
6	1	Sony ECM-CR120 Microphone	N/A	N/A
7	1	Sony HI-8 CCD-TRV138 video camera	58662	8984
8	1	Sony HI-8 CCD-TRV240 video camera	385869	8786
9	10	Various types of USB cords	N/A	N/A
10	1	Sony Digital Mavica Camera MVC-FD73	383419	N/A
11	1	R-Tech Cordless Phone hand set silver in color 5.8 ghz CS5111-2	N/A	N/A
12	1	New in box Sony CCD TRV138 HI-8 Handycam	586615	8986
13	11	Streamlight Stinger Flashlights	N/A	N/A
14	1	Streamlight Stinger LED light Flishlight – Broken	N/A	N/A
15	1	511 Light for Life Flashlight – Broken	N/A	N/A
16	2	Pelican 7060 led lights Flashlight – Broken	N/A	N/A
17	1	Unknown brand Gun mounted flashlight – Broken	N/A	N/A
18	3	Motorola Maxtrack Mobile Radio microphones	N/A	N/A
19	1	Motorola Mobile Radio Microphone – Broken	N/A	N/A
20	10	Rechareable mag light flashlights – Broken	N/A	N/A
21	20	New Mag Light replacment lens	N/A	N/A
22	3	Motorola Shoulder Microphones	N/A	N/A
23	2	Mag Light Flashlight Chargers	N/A	N/A
24	11	Streamlight Flashlight Chargers	N/A	N/A
25	1	Motorola Maxtrack Mobile Radio	428HQJ0016	N/A
26	1	Motorola Radius P100 portable radio	759FQA6287	8060
27	1	Green Rotating Light for ICS – Broken	N/A	N/A

Palatka Police Department
Inventory / Surplus Items Form



2 of 3 pgs

Item	Qty	Description	Serial #	City ID #
28	1	Safariland 607 Hi-Gloss L/H holster Berretta 96C	N/A	N/A
29	1	Safariland 3206 Hi-Gloss R/H holster Glock 23	N/A	N/A
30	1	300,000 CP Seat Saver Flood Light – Borken	N/A	N/A
31	1	Safariland 295-83 Hi-Gloss R/H holster glock 23	N/A	N/A
32	1	Nylon double row magazine unknown brand	N/A	N/A
33	1	Starplus phone tan in color – No model.	N/A	N/A
34	1	Size 11 Bates Coraframe Shoes	N/A	N/A
35	1	Bianchi Double Row mag holder	N/A	N/A
36	1	Olympus Digital Pocket Recorder VN-240PC	N/A	N/A
37	2	511 tactical Pant tan colored 32/32	N/A	N/A
38	5	511 tactical Pant tan colored 34/34	N/A	N/A
39	1	511 tactical Pant tan colored 36/34	N/A	N/A
40	1	511 tactical Pant tan colored 34/32	N/A	N/A
41	1	511 tactical Pant tan colored 34/30	N/A	N/A
42	1	T3C-2 Night Vision – Broken	N/A	06140
43	1	IPTM Traffic Ruler	N/A	N/A
44	1	Blue Size 16 uniform pant – Bad condition	N/A	N/A
45	1	Blue Size 35 uniform pant – Bad condition	N/A	N/A
46	10	Checkpoint Charlie stop stick units	N/A	N/A
47	1	Blauer 2XL Dark Navy S/S Uniform Shirt – New	N/A	N/A
48	15	Traffic Vests – Used in bad condition	N/A	N/A
49	10	511 Black Polo Style Shirts – Patches Removed Shirts discarded.	N/A	N/A
50	7	Power cords / USB for electronic equip.	N/A	N/A
51	3	Yellow rain coats with POLICE on back	N/A	N/A
52	10	S/S Uniform shirts in various sizes. Patches removed from shirts and shirts discarded.	N/A	N/A
53	1	Taylors Leather Ware Size 48 Motor Unit Jacket	N/A	N/A
54	1	DSC AlarmControl Panel – No model number	N/A	N/A
55	1	Motorola Battery Bank Charger	5296	06121
56	1	Motorola HT 600 Battery Charger	8822	N/A
57	1	Motorola HT 600 Battery Charger	8835	N/A

Palatka Police Department
Inventory / Surplus Items Form



3 of 3 pgs

Item	Qty	Discription	Serial #	City ID #
58	1	Motorola HT 600 Battery Charger	8740	N/A
59	1	Motorola HT 600 Battery Charger	Unknown	N/A
60	13	Motorola HT 600 Portable Radio Batteries	N/A	N/A
61	1	Motorola HT 600 Portable Radio	Unknown	8674
62	1	Motorola HT 600 Portable Radio	651APA3498	N/A
63	1	Motorola HT 600 Portable Radio	Unknown	N/A
64	1	Motorola HT 1000 Portable Radio – No Bat /Ant	402AWNB6932	N/A
65	1	Motorola HT 1000 Portable Radio – No Bat /Ant	Unknown	06102
66	1	Motorola HT 1000 Portable Radio – No Bat /Ant	Unknown	06654
67	1	Motorola HT 1000 Portable Radio – No Bat /Ant	402AWEA8942	N/A
68	1	Motorola HT 1000 Portable Radio – No Bat /Ant	Unknown	06645
69	1	Motorola HT 1000 Portable Radio – No Bat /Ant	Unknown	07936
70	1	Motorola HT 1000 Portable Radio – No Bat /Ant	Unknown	08646
71	1	Motorola HT 1000 Portable Radio – No Bat /Ant	402AWEA895X	N/A
72	1	Motorola HT 1000 Portable Radio – No Bat /Ant	Unknown	06643
73	1	Safariland basketweave 070-16 R/H holster	N/A	N/A
74	1	Bianchi Nylon Double Row Magazine Pouch	N/A	N/A
75	1	Blade Teck Taser M-26 Holster L/H	N/A	N/A
76	4	Leather belt keepers – old	N/A	N/A
77	1	Safariland 070-273 R/H holster	N/A	N/A
78	1	Blade Teck Taser M-26 holster R/H – Broken	N/A	N/A
79	2	Bianchi basketweave Double Row magazine pouch – Old in fair condition.	N/A	N/A
80	3	Blade Teck Taser M-26 holsters – Broken	N/A	N/A
81	1	Brauer Bros. pistol bag gray in color.	N/A	N/A
82	1	Nylon Rifle Case – fair condition	N/A	N/A
83	1	Identity Guard Shreder Model SH1524CP	N/A	N/A

BROKEN ANIMAL CONTROL DART FIRING GUNS TO BE SURPLUSED

Make	Model	Type	Caliber	Serial Number
Sheridan	176B Single Shot	Dart Gun	N/A	131671
Sheridan	176 B Single Shot	Dart Gun	N/A	305500010
PNEV Dart Inc	193	Dart Gun	N/A	2421 (City I.D. 07988)

Palatka Police Department
ARMORY WEAPONS TO BE SURPLUSED AND TRADED
FOR STORE CREDIT AT DGG TASER FOR \$775.00.

9-20-13

MAKE	Model	Type	Caliber	Serial Number
Smith & Wesson	30-1	Revolver	32 S&W Long	737256
Smith & Wesson	15-3	Revolver	38 Special CTG	6K37221
Smith & Wesson	15-3	Revolver	38 Special CTG	6K39163
Smith & Wesson	67-1	Revolver	38 Special CTG	AJA8719
Intratec	Tec-9	Semi Auto	9mm	60185
Remington	Model 700	Rifle	308 win	A6261577
-----	Tasco	Scope 3x9	-----	-----
Rugger	M-77	Rifle	6mm	78-83129
-----	Armsport	Scope 3X9	Scope	-----
Harrington & Richardson	Single barrel	Shotgun	32 gauge Special	AY598726

1 page

POLICE DEPARTMENT INVENTORY FOR SURPLUS: (2) Pole Cameras

There are 2 Samsung cameras contained in 2 separate custom enclosures with power supply and backup batteries. The serial numbers and model numbers for the cameras are;

1). SERIAL NUMBER-COVQ6V32A01012J
MODEL NUMBER – SPD-3750T

2). SERIAL NUMBER-COVQ6V32376358Z
MODEL NUMBER – SPD-3750T

Both cameras come with 12V/20hr rechargeable batteries. The specifications on the camera are two color pan tilt zoom network cameras, 30X optical, image stabilization, 10X digital zoom with an analog video IQ encoder.

Sgt. Jason Shaw Sr.

Palatka Police Department

110 North 11th Street

Palatka, FL 32177

Office (386) 329-0115 Ext. 349

Cell (386) 937-1469

Staff Report

Date: 09-25-13

To: City Commissioners

From: Gary S. Getchell, Chief of Police

Subject: Staff Report on Pole Cameras



History:

In 2009-2010 the Palatka Police Department purchased two Samsung High Resolution Dome Camera systems from Redd Ash Technologies utilizing special police trust fund monies. These cameras are used to monitor criminal activity in a specific area through a high speed internet connection by temporarily mounting them on power poles.

Discussion:

After the cameras were purchased, Florida Power & Light increased the fees associated with mounting them on power poles. The cameras were acquired for the Street Crimes Unit after they had worked with the Tri-County Task Force on several cases where the cameras had been utilized. However, after the purchase was made, it was determined additional funding was needed to operate the systems and therefore, was not cost effective to use.

Recommendation:

It is recommended that the Palatka Police Department surplus the pole camera systems, then donate them to the Tri-County Task Force. The Task Force is comprised of officers from Putnam, Flagler and St. Johns County agencies whose primary function is to eradicate drugs. The equipment will be better utilized and accessible to our department through the Task Force.



SURPLUS PROPERTY REQUEST

To: Michael J. Czymbor, City Manager
From: Jonathan Griffith, Project Manager
Dept: Cemetery / Parks / Facilities / Streets
CC: Betsy Driggers, City Clerk; Matt Reynolds, Finance Director
Date: 10-5-13

**This is a request to declare the following property as surplus, for disposal:
(attach extra sheet if necessary)**

Item/Description	Quantity	Invent. Control/Serial No.
1. 2000 Dodge Intrepid (Green)	1	Vin # 2B3HD46R8M124973
2. 1998 Ford Ranger (Green)	1	Vin # 1FTYR1444WPB35963
3. 1984 Ford Flatbed (Yellow)	1	Unit 74 / Vin # 1FDWK74N5EVA06174
4. 1995 Ford F-150 (White)	1	Unit 32 / Vin # 1FTEX25Y0SKB42362
5. 2001 Dodge Ram 1500 (Blue)	1	Unit 25 / Vin # 1B7HC16Y315282508

DISPOSITION: All surplus property will be disposed of at on-line auction. If you have an alternative disposal request, please state your request here (attach another sheet if necessary):

Agenda Item

3f



CITY COMMISSION AGENDA ITEM

SUBJECT:

Approve request items for Special Events Permit # 13-45 - St. Johns River Blues Festival - Nov. 16 from 10 am to 10 pm and Nov. 17 from 1 pm to 8 pm - William Ennis, Applicant

1. Grant permission to exceed allowable noise levels throughout the duration of the event;
2. Allow closure of 500, 600 and 700 blocks of St. Johns Avenue for duration of event

SUMMARY:

This festival is sponsored by William Ennis, with the St. Johns River Blues Fest Committee. Although Class B special events can be approved by the Special Events Coordinator, this application contains requests items that must go before the City Commission for approval. Those are:

1. Permission to exceed allowable noise levels throughout the duration of the event.
2. Allow the closure of the 500, 600, and 700 blocks of St. Johns Ave.

RECOMMENDED ACTION:

Grant permission to exceed allowable noise levels during festival operation (Saturday, November 16 from 10 AM to 10 PM; and Sunday, November 17 from 1 PM to 8 PM); and to close the 500, 600, and 700 blocks of St. Johns Ave. between Friday, November 15 at 5 PM and Sunday, November 17 at 8 PM.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Application	Backup Material

APPLICATION # 13-45

(circle one below)

- CLASS A PERMIT - Filing Deadline: 60 days prior to event
- CLASS B PERMIT - Filing Deadline: 30 days prior to event
- CLASS C PERMIT - Filing Deadline: 30 days prior to event

RECEIVED
SEP 16 2013

BY:

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

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

William S. Ewnis / ST JOHNS RIVER BLUES FEST

CONTACT PERSON Billy Ewnis TELEPHONE 386-325-5454

714 ST JOHNS, PALATKA FAX # ---

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

CONTACT PERSON _____ TELEPHONE _____

_____ FAX # _____

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY

2 DAY MUSIC/ART & CRAFT Festival Food

4. DATE & HOURS OF DESIRED USE:

From 11/15/13 @ 5pm / TO 11/17/13 @ 8pm

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

300 thru 800 BLOCK INCLUSIVE

6. REQUEST FOR ROAD CLOSURES:

yes

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

yes - SAME AS ABOVE

8. REQUEST FOR ALCOHOL VARIANCE:

NO

9. ESTIMATE OF ANTICIPATED ATTENDANCE

5000

10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT

NONE

11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

a.) CLASS A:

X

\$150.00 up to 10,000 in attendance per day

_____ \$225.00 10,000 - 40,000 in attendance per day

_____ \$300.00 - 40,000 - 80,000 in attendance per day

b.) CLASS B:

\$100.00 per day

c.) CLASS C:

\$ 50.00 per day (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats, ETC.

d.) Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)

Number of Days 2

Fee Required (Yes/No) Y

Check Enclosed? N

12. OTHER COSTS: Fees will be determined at the pre-assessment meeting with the organizers and the Special Events Committee.

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



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: _____ Special Events Coordinator: _____

<input type="checkbox"/> Site Sketch Provided <input type="checkbox"/> Tentative Schedule of Events	Event Classification: Class A <input type="checkbox"/> Class B <input type="checkbox"/> Class C <input type="checkbox"/>
--	---

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

Name of Special Event/ Production: St Johns River Blues Festival

Type of Event: Music/Arts & Crafts

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

2 - STAGES 18 BLUES BANDS
10 - ARTS & CRAFT BOOTHS
6 - FOOD VENDORS

Location of Event: 3rd - 7th ST JOHNS AVE

Requested dates and time of events (not including set-up and break down):

	Date	Day	Begin	End
Event Day 1	<u>11/16/13</u>	<u>SAT</u>	<u>10</u>	<u>10</u> AM/PM
Event Day 2	<u>11/17/13</u>	<u>SUN</u>	<u>12</u>	<u>8</u> AM/PM
Event Day 3	_____	_____	_____	_____ AM/PM
Event Day 4	_____	_____	_____	_____ AM/PM

Set-up for event will begin on (Date) 11/15/13 at (time) 5 PM

Break down will be completed by (Date) 11/17/13 at (time) 10 PM

Event Sponsor/Organization ST JOHNS BLUES FESTIVAL, INC

Name of Promoter: Billy Ennis Tax Exempt No.: _____

Fee Worksheet (to be completed by Special Events Coordinator)

"Class A" Event Daily Fees (see fee schedule) Security Fees @ \$23/hr/Officer Green Container Fees @ \$15/container Refundable Deposit \$500.00	"Class B" Event Daily Fees \$100.00/day Security Fees @ \$23/hr/Officer Green Container Fees @ \$15/container Public Works Employees @ \$14.00/hr (no charge during normal working hours)	"Class C" Event Daily Fees \$50/day Security Fees @ \$23/hr/Officer Green Container Fee @ \$15/container
--	---	--

Special Events Permit Fees \$ 100 Per day X 2 Days \$ 200

Law Enforcement (City) Police Officer(s) \$ 23.00 Per hour X _____ Officers X _____ Hours \$ TBD

Fire Personnel \$ 23.00 Per hour X _____ Hours \$ _____

Building Inspector \$ 23.00 Per hour X _____ Hours \$ _____

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

Parks Personnel # Personnel _____ X _____ Hours @ \$14/hour \$ _____
Sanitation Personnel # Personnel _____ X _____ Hours @ \$14/hour \$ _____
Utilities Personnel # Personnel _____ X _____ Hours @ \$14/hour \$ _____

Sanitation Equipment Fee

Green Roll-Out Containers _____ X \$15.00 Per Container \$ _____

Additional Charges (List)

_____ \$ _____
\$ _____
\$ _____
\$ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) \$ TBD

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

APPLICANT INFORMATION:

Name: ST JOHN'S RIVER BLUES FESTIVAL
Telephone: 386 325 5454 Fax: Cellular:
Address: 714 ST JOHN'S AVE PALATKA

~~Name: _____
Telephone: _____ Fax: _____ Cellular: _____
Address: _____~~

Other Contacts/ Key Holders:

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

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

Estimated Peak Number of Participants (each day of event):
Day 1 X 500 Day 2 X 500 Day 3 Day 4 Day 5

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

Number and proposed location of fire protection services: NONE

Inspection(s)- Date and time requested: 8AM, 11/16/13

Emergency medical services: Ambulance Locations(s) (note on site map): N/A

Number of EMS Personnel required: N/A

Number and proposed location for portable toilets: (note location on site map) BLD E
Above 6-STD, 1-HDC, 1-WASH

- Carnival location (if any) (note location on site map) N/A
- Number of sanitation roll-out containers required 4
- Location of parking/transportation services, if any: PROSPERITY BANK
- Type Transport Vehicles (Van, Buses, etc.) N/A
- Location of security and emergency vehicle parking on site: N/A
- Public street barricades/street closures/detours: (note locations on site map) SEE MAP
- Temporary Parking, directional Signage needed: N/A
- Main emergency vehicle access to site (location-also note on site map): SEE MAP
- Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, Bleachers, hospitality tents, booths, etc.: (note on site map): 2 STAGES W/ BLEACHERS
SEE MAP
- Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map) 40-APP, 6-FOOD SEE MAP
ARTS + CRAFTS
- Number and location of static/mobile displays (note on site map): N/A
- Location of event staff management (headquarters): 714 ST. JOHNS AVE.
- Staff Uniform Identification: NECKLACE W/ BADGE
- Main sound system location: COURT HOUSE AND/OR PROSPERITY BANK
- Number and location of special activities (launching areas, animal attractions, amusements Car shows, parade routes, competition courses, etc.): N/A

- Number and location of temporary signs/banners: N/A
- Number and location of promotional visual effects: N/A
- Watercraft: NONE
- Aircraft: NONE
- Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.):
N/A
- Date(s) and times of setup/ breakdown: 5pm on 11/15 setup
10pm - 11/17 - BREAK DOWN
- Name(s) and Type of Musical Bands to Perform (dates & times of performance): Southern
Hospitality w/ The Green, FRANK ROBERT & 14
Camp. BANDS ALL DAY BOTH DAYS
- Noise Abatement Requirements: _____
- Adjoining Properties Impacted (Notification needed?): Businesses to be sent letters
- Location, Dates and Times for Alcohol Ordinance Open Container Waiver: N/A
- Alcohol Sale Requirements (Temporary license, commercial establishment license, etc):
N/A
- Handicapped Accessibility: N/A

Items Outstanding:

- Outstanding Fees: \$ TBD
- Site Plan Sketch
- 501(C) (3) Certificate of Exemption DUE PRIOR TO EVENT

- Nonprofit Articles of Incorporation, Charter and Mission Statement N/A
- Consent Letter (event property): property owners on which Special Event location is held (if not held on city property) DUE PRIOR TO EVENT
- Fire resistive rating certificates (tents, fabrics, etc.) N/A
- Schedule Fire, Building/Electrical Inspections 8 AM SAT., NOV 16
- Schedule Pre/Post Sanitation Inspections " " " "
- Example of Special Event vendor permits provided PROVIDE TO APPLICANT
- Special Event Certificate of Insurance- City as "Additional Insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors) List Certificates required, DUE PRIOR TO EVENT

- Required Permits (federal, state, local): N/A
- Alcohol License (copy) N/A
-
-
-

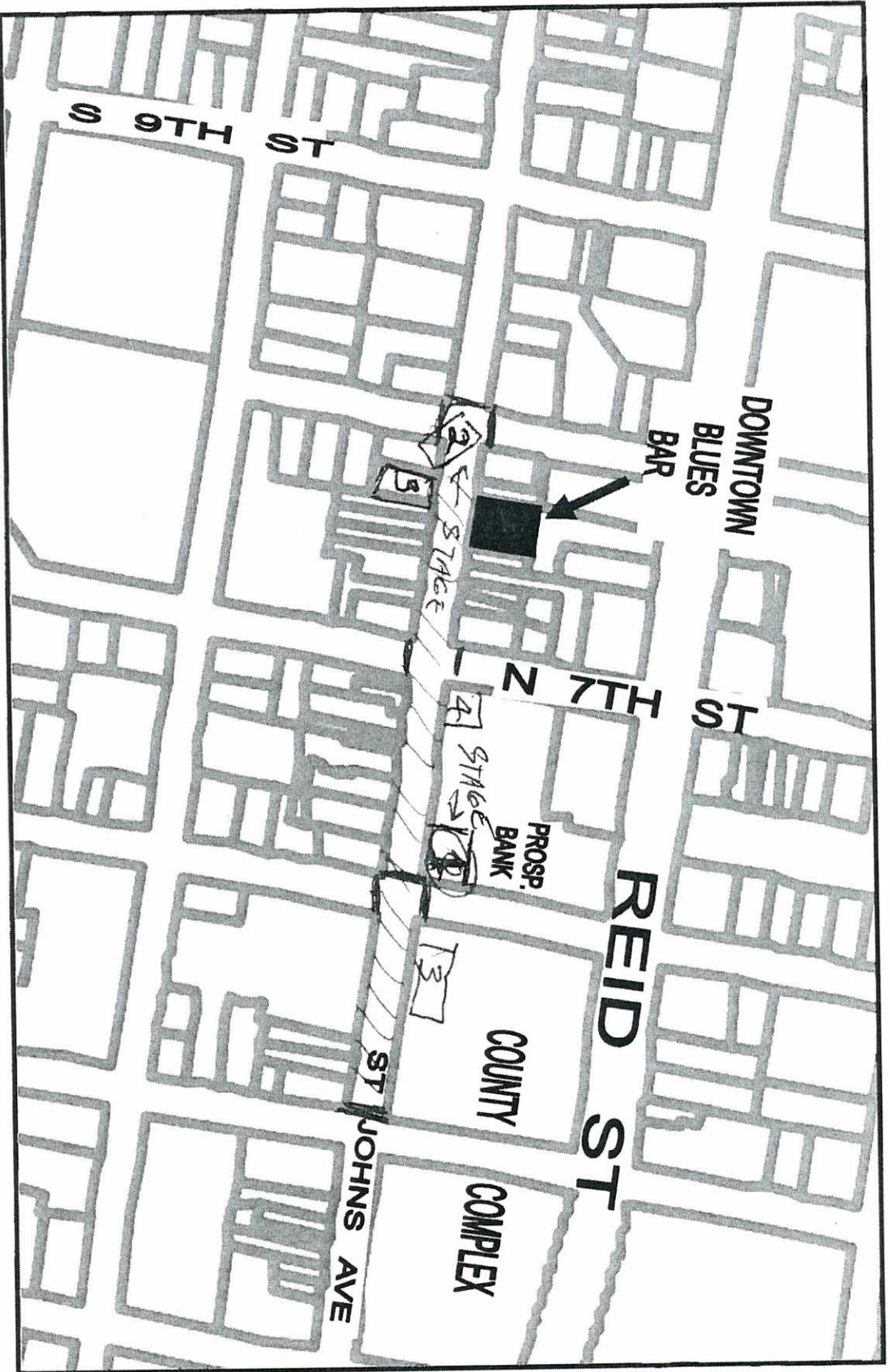
PRE-PLANNING MEETING

Name of Special Event: ST JOHN'S RIVER BLUES FEST Date Sept. 24, 2013

Persons Attending Planning Meeting:

Name	Representing	Position	Phone #
<u>Thad Crowe</u>	<u>B + Z</u>	<u>Planning Director</u>	<u>-</u>
<u>Kc'ondra Wright</u>	<u>B + Z</u>	<u>Facilities Coord.</u>	
<u>James Griffith</u>	<u>PPD</u>		
<u>Mark Lynady</u>	<u>Fire Inspector</u>		
<u>Ed Chandler</u>	<u>Public Works</u>		
<u>Bruce Nelson</u>	<u>Bldg. Official</u>		
<u>Charles Radd</u>	<u>Main St. MGR</u>		
<u>Billy Ennis</u>	<u>Applicant</u>		

ST JOHNS DINNER BLUES FEST.



- 1. STAGE
- 2. STAGE
- 3. ALL STAGE
- 4. Rest Rooms

Agenda Item

3g



CITY COMMISSION AGENDA ITEM

SUBJECT:

Grant permission to exceed allowable noise levels established by Chapter 30, Palatka Code of Ordinances to John Lyon, Steamboat Willie's, 309 St. Johns Avenue, on October 26, 2013 from 10:00 p.m. to 1:00 a.m. for live outside patio entertainment, per Staff recommendation.

SUMMARY:

John Lyons of Steamboat Willie's has made a request for permission to exceed allowable noise levels on October 26 from 10:00 p.m. to 1:00 a.m. He has hired a patio band for his Halloween Party event. This event coincides with the Main Street's 4th Saturday block party, which is held in the 700 - 900 blocks of St. Johns Avenue.

In the past these requests from Mr.Lyons have been handled separately from Special Events, per the provisions of Code Section 30-109 (copy attached), with a recommendation from the Police Chief.

RECOMMENDED ACTION:

Grant permission to John Lyons of Steamboat Willie's to exceed allowable noise levels on October 26 from 10:00 p.m. to 1:00 a.m., with a request that Mr. Lyon keep the level of noise within reason, using good judgement so as to cause the least amount of disturbance to surrounding areas.

ATTACHMENTS:

	Description	Type
☐	Letter of Request	Backup Material
☐	PD Memo & Code Ch 30-109	Backup Material

Steamboat Willies
309 St Johns Ave
Palatka, FL. 32177

City of Palatka
201 N. 1st St.
Palatka, FL. 32177

October 16, 2013

To Whom It May Concern,

I am requesting to be placed on the consent agenda of October 24, 2013 City Commission meeting to request a noise variance for Steamboat Willies. We have live entertainment playing on October 26, 2013.

We are requesting a variance for the times starting at 10:00pm of the listed date into the next morning at 1:00am.

I appreciate the consideration of the City Commission on supporting the events we have had in the past and the events in the future.

Sincerely,



John Lyon
Owner



Palatka Police Department
110 North 11th Street

To: City Commission
From: Gary S. Getchell, Chief of Police
Date: 10/17/2013
Re: Request for Noise Variance

A handwritten signature in black ink, appearing to be "G. Getchell", with a long horizontal line extending to the right.

Mr. John Lyons of Steamboat Willie's has requested a noise variance for October 26, 2013. As Mr. Lyons' request falls within the guidelines of current ordinance, I see no reason to deny his request.

The following is an excerpt from the Palatka Code of Ordinances, Chapter 30, which addresses allowable noise levels:

Sec. 30-109. - Special permit to exceed noise levels. Application for a permit for relief from the maximum noise level limits designated in the article, which is not being made as part of a special events permit as provided for under this Code of Ordinances, chapter 50, article III, may be made in writing to the city manager for presentation to the city commission. Application must be received by the city clerk a minimum of ten business days prior to a regularly scheduled meeting of the city commission. After hearing the request, the city commission may grant permission as follows:

(1) *Imposition of restrictions.* The city manager may prescribe any reasonable conditions or requirements he deems necessary to minimize adverse effects upon the community or the surrounding neighborhood, including use of mufflers, screens or other sound-attenuating devices.

(2) *Permits for entertainment.* Permits may be granted for the purpose of entertainment under the following conditions:

a. The function must be open to the public (admission may be charged).

b. The permit will be given for not more than eight hours in one 24-hour day, with times to be set by the city commission.

(3) *Other special permits.* Other special permits for non-entertainment special purposes may be issued under the following conditions:

a. If the special purpose relates to the operation of a trade or business, the special purpose must not be in the ordinary course of that trade or business and must be necessary to the operation of the trade or business.

b. If the special purpose does not relate to the operation of a trade or business, the special purpose must not be an ordinary event in the affairs of the applicant and must be compatible with the ordinary activities within the neighborhood in which the special purpose is proposed to occur.

c. If the special purpose is a recurring one, it must not recur more than four times each calendar year.

d. Except in emergency situations, as determined by the city commission, the special permit may be issued for eight hours (between 7:00 a.m. and 12:00 midnight) only.

e. Special permits may be issued for no longer than 15 consecutive days, and are renewable by further application to the city commission.

Agenda Item

4



CITY COMMISSION AGENDA ITEM

SUBJECT:

**COMMUNITY REDEVELOPMENT AGENCY - 10/24/13 meeting items for approval;
RESOLUTION No. 2013-10-14** adopting revisions to the Building Improvement Grant (BIG) Program - Adopt -
Tabled on October 10, 2013 to a time certain of October 24, 2013

SUMMARY:

This item was scheduled for consideration at the 10/10/13 Community Redevelopment Agency (CRA) meeting, to be held just prior to the regular City Commission meeting. At the CRA meeting the item was tabled until a meeting could be scheduled to review and recommend further changes to the program. Therefore, when the matter came to the City Commission on 10/10 following the CRA meeting, the matter was likewise tabled until further revisions could be discussed and a final recommendation was made by the CRA.

The Economic Restructuring Committee made recommended revisions to the Building Improvement Grant to adjust to the changing needs of Palatka's redevelopment efforts. Over the years, this program has been utilized to address ADA compliance issues, modernization and upgrading of our building stock, creating new space and renovating space as a recruitment tool. All of these were worthwhile goals and we made a lot of progress on that front. We now find ourselves, in our recruiting efforts, in a position of having most, if not all of the tenant-ready space occupied. When vacated, our tenant-ready space is often rented again within a very short time. Our challenge is those spaces which require a relatively significant investment to get them tenant ready. The investment needed is often too much for perspective tenants to add to their start-up or moving costs.

Our current approach is to wait for a tenant that can afford to improve the space or hope the property owner decides to reinvest in their property. The result is that many spaces remain empty year after year and the tenant-ready spaces change tenants but remain occupied. To get a new result, we want to try a new approach and modify our tools to meet this challenge. We have modified the Building Improvement Grant to apply to vacant spaces, specifically for retail and restaurant use, to get them tenant ready. Furthermore, as a recruitment tool, we want to incentivize the program for property owners by allowing rent subsidy as part of the match; as well as incentivizing the program for perspective tenants with lower rents during their startup phase.

The Palatka Main Street of Directors agrees with the Economic Restructuring Committee and voted unanimously to forward the revised program to the CRA Board for a recommendation for approval by the City Commission. As noted above, the CRA took action on 10/10/13 to table the recommendation on this item until a special called meeting could be held to discuss further changes. That meeting is scheduled for 10/24/13 to be held just prior to this City Commission meeting.

RECOMMENDED ACTION:

Adopt the resolution approving and adopting staff- and CRA-recommended revisions to the Building Improvement Grant (BIG) Program, should that be the recommendation of the CRA per the results of the 10/24/13 CRA meeting.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution Letter
<input type="checkbox"/> BIG Program revised 10/17/13	Exhibit

RESOLUTION NO. 2013-10-14

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA
ADOPTING THE FISCAL YEAR 2013-2014 BUILDING
IMPROVEMENT GRANT PROGRAM FOR THE
COMMUNITY REDEVELOPMENT AREA'S CENTRAL
BUSINESS DISTRICT**

WHEREAS, The City of Palatka desires to redevelop Downtown Palatka; and

WHEREAS, The City of Palatka established a Community Redevelopment Area (CRA) by Resolution # 4-7, adopted on 9/8/1983, and the redevelopment area now known as the Central Business District (CBD) lies within its bounds; and

WHEREAS, The City of Palatka CRA Plan as amended on 12/10/2009 calls for a matching grant program for building improvements; and

WHEREAS, The CRA has recommended the adoption of a revised Building Improvement Grant (BIG) Program for fiscal year 2013-2014 to target the improvement of vacant properties within the CBD; and

WHEREAS, on October 24th 2013 the CRA, by majority vote, approved the revised BIG Program and recommended the City Commission adopt a resolution approving the Fiscal Year 2013-2014 BIG Program as amended.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka the F/Y 2013-14 Central Business District's Building Improvement Grant (BIG) Program is hereby approved and adopted, as recommended by the Community Redevelopment Agency.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 24th day of October, 2013.

CITY OF PALATKA

By: _____
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

**2013-14 City of Palatka
Community Redevelopment Agency CRA
Building Improvement Grant (BIG) Program
Administered by Palatka Main Street**

The City of Palatka Community Redevelopment Agency was created to address conditions of blight within the Palatka Main Street District that require enhanced management and redevelopment.

Tax Increment Financing is not derived from a new tax, but allows a portion of property taxes from within the district to be used to leverage public funds to promote private sector real estate, business, and other activities in order to spur revitalization.

The Central Business District (Main Street District) boundaries are represented in the map (attachment A).

Purpose

The purposes of this Building Improvement Grant program are to:

- To encourage the opening of more retail and restaurant venues within the Central Business District (CBD) by completing improvements, upgrades and renovations necessary to qualify **vacant** commercial space for a Certificate of Occupancy; ready to rent/lease.
- Improve the appearance and utilization of downtown buildings so that they will be used in accordance with applicable building and zoning regulations (bring them up to code) and Community Redevelopment Agency plans.
- To ensure the longevity of the existing building stock by addressing deterioration of the structure, roof, plumbing, HVAC, and electrical systems.
- Fill the financial gap of a property owner for his/her qualified building/property needs or of a tenant for the build-out needs of a qualified retail or restaurant business.
- To encourage a reduction or subsidy in rent for a three (3) year period as part of an in-kind match. The City of Palatka will determine the market rate rent by establishing an average of the comparable commercial square foot rate within the Central Business District. The base rate will be multiplied by the total square footage of space minus ten percent (10%) (to incentivize reduction in rent). Applicants proposing a rent subsidy match must include a letter of intent from the tenant to lease the property; to be followed by an executed lease agreement if the grant is awarded.

$$\text{market rate rent per square foot} \times .9 \times \text{total square footage} = \text{base rent}$$

$$\text{base rent (monthly)} - \text{proposed rent} \times \text{duration of lease(months)} = \text{rental subsidy match}$$

Applicants are encouraged to review current zoning ordinances and the Community Redevelopment Agency Plan with the Planning Department and with Palatka Main Street Manager located at:

205 N 2nd Street
Palatka, FL 32177
(386) 329-0103

Grant Awards

This is a competitive program that requires applicants to make formal application through Palatka Main Street.

Funding will be based on the grant application complying with program criteria and on the recommendations of an Evaluation Committee. For the 2013/2014 B.I.G. program a maximum of \$30,000 per owner will be allowed from the Community Redevelopment Agency Tax Increment Funds; of which Palatka Main Street, Inc. will administer. All grants will have an applicant matching requirement of twenty percent (20%). For example, a project which costs \$37,500 the applicant's portion would be a minimum of \$7,500. Priority consideration will be given to those projects with an over twenty percent (20%) to fifty percent 50% match or offer a below market rent option to perspective tenants for a minimum of three (3) years. Match can be in cash or in-kind as long as documentation of the contributions is provided. Acceptable in-kind contributions include the use of equipment, supplies, labor, or other tangible resources.

Palatka Main Street will appoint an independent Evaluation Committee made up of a representative of its Board of Directors, Design Committee, and Economic Restructuring Committee. Evaluation Committee members are not eligible for grants or for contracts from grantees. The Evaluation Committee may take testimony or seek professional guidance on issues related to historic preservation, building and zoning codes, market analyses, business operations, and other subjects.

The right to refuse any grant application is reserved.

Application submitted before work begins is preferred and may be favored.

It is not the intent of the program to award grants for work previously completed or work in the process of being completed; however, at the discretion of the Community Redevelopment Agency, and Palatka Main Street, costs for eligible work that was completed within twelve months prior to the date of the grant application may be included for consideration. Reimbursement grants may not exceed eighty percent (80%) of the eligible costs. Inclusion of this previously done work is no guarantee of recommendation for approval by the Evaluation Committee.

A portion of the grant may be used to pay for professional fees; the amount allowed for reimbursement shall not exceed ten percent (10%) of the Total Project Cost. The cost of professional fees shall initially be paid for by the Owner, but may be included as an allowance in the Total Project cost.

Palatka Main Street may set grant application deadlines, review periods and award limits, and application and award dates.

Ranking and funding decisions of the Evaluation Committee may be appealed to the City of Palatka Community Redevelopment Agency Board.

Program Guidelines

This Building Improvement Grant program is funded with Tax Increment Financing money to assist with:

- Exterior renovations or improvements, (in concert with interior projects)

- Restoration, improvement, or re-creation of historically correct or compatible architectural features to facades or elements of buildings which are visible from the public street, consistent with architectural guidelines that may be established, and consistent with established priorities - including compatibility in scale, proportions, and colors.
 - Roof repair/gutters
 - Repair or addition of awnings, canopies, balconies, and galleries
 - Doors and windows
 - Painting and stucco
 - Repair or manufacture of signs consistent with architecture, sign ordinances, design standards and guidelines
 - Meeting Green Building Criteria
 - Permanent, general use, attached features or fixtures
- Interior renovations or improvements:
 - Interior demolition
 - Interior framing, windows, doors, lighting, drywall, and flooring
 - Mechanical, electrical, plumbing, HVAC repair, upgrades, or demolition
 - ADA access to building and/or restrooms
 - Improvements necessary to meet code
 - Permanent, general use, attached features or fixtures
- **The following are ineligible for the grant program:**
 - Property not in the district
 - Work which removes or alters historically significant features
 - Use of inappropriate materials
 - Non-appurtenant fixtures
 - Permitting fees and work without a City of Palatka building permit
 - Work by other than a licensed contractor
 - Routine maintenance
 - Improvements to buildings for which applicant has neither clear title nor valid lease, which are non-conforming, or which are subject to outstanding fines or liens.

Grant Criteria

Grant funds are limited and will be awarded subject to the degree to which they support Community Redevelopment Agency plans and goals, and subject to announced program procedures, grant cycles and deadlines.

The grant cycle shall span a three (3) month period with specific dates noted in the application pending approval of the annual budget appropriation. Applications shall be due by 5:00 pm on the final day of the application cycle. Applications deemed to be incomplete at the end of the grant cycle shall be ineligible for funding. The application period for each grant cycle shall be advertised in a newspaper of City-wide circulation at least once not more than thirty (30) days or less than fifteen (15) days before the beginning of each application period. In the event funds allocated for distribution during a grant cycle as defined above are not awarded during the designated cycle, the undistributed funds shall be available for distribution during the succeeding cycle.

Upon submission, applications will be evaluated, within 7 days, for eligibility by the Palatka Main Manager, Project Manager/Grants Administrator and Planning Director, under the following criteria:

- Location within Community Redevelopment Agency Central Business District
- Availability of funds
- Appropriate business (retail or restaurant only) and improvements in accordance with applicable codes, ordinances, plans, and guidelines
- Project ready to be implemented
- If project information is insufficient, the applicant will be notified of deficiencies.
- Complete applications will be forwarded to the Evaluation Committee which will notify applicant of review and award schedule.
- Applications found to be insufficient after the deadline for any given cycle, will not be considered for funding during that current cycle.

Prior to any recommendation to the CRA board for award a title search will be conducted to verify clear title and no outstanding fines or liens.

The Evaluation Committee will use a scoring chart (Attachment B) to determine the strength of the application and to determine whether to recommend full funding, partial funding, resubmission, or denial of funding.

Duration of Grant

Should the owner sell their interest in the subject property or business, or fail to maintain the renovations and improvements during the three-year period following receipt of the grant funds, the Grantee shall return/repay the grant funds as follows:

<u>Time</u>	<u>Amount Due CRA</u>
0 to one (1) year after grant funds received	90%
One (1) to two (2) years after grant funds received	80%
Two (2) to three (3) years after grant funds received	60%

The specific terms of repayment shall be included within a written agreement executed between City of Palatka and the grant recipient, and recorded within the public records of Putnam County, Florida. The agreement shall include language sufficient to constitute a valid and enforceable lien upon the real property which is the subject of the grant. The agreement shall be signed by the grant recipient prior to the distribution of grant funds and shall be recorded immediately after distribution of grant funds.

Should the lessee fail to occupy the property within ninety (90) days of receiving a certificate of completion or certificate of occupancy from the City of Palatka Building Department, the Grantee shall return/repay grant funds equal to the percentage of the rental subsidy pledged as match.

Pre-Application

Palatka Main Street Manager, Project Manager/Grants Administrator and Planning Director will review the applicant's plans or application, including the eligibility criteria, program requirements, proposed project scheduling, and consistency of the applicant's proposal with the intent of the program including offering assistance, limited technical assistance and an opinion as to whether the applicant is sufficiently prepared to move

on to the application stage. Requests for a pre-application review must be made 15 days prior to the deadline for the current cycle. It is highly recommended and will be viewed positively if a business and/or marketing plan is developed and submitted as part of the application by a qualified professional and/or with the assistance of the Small Business Development Center (SBDC). The SBDC is located at: Putnam County Chamber of Commerce

1100 Reid Street
Palatka, FL 32177
(386) 328-3293 or c.lynch@unf.edu

Application

A property owner or tenant that is interested in participating in the program must submit a completed and signed application (Attachment C), along with supporting documentation, in accordance with published guidelines, to:

Palatka Main Street
201 North Second Street
Palatka, FL 32177

Application package shall include:

- Proof of ownership or lease interest
- Approval of property owner
- Business plan, if occupied property; marketing plan, if vacant
- Licenses, if applicable
- Work plan, cost estimates, and timeline estimates (including proposed start date and completion date)
- Documentation of the type and source of the project funds. Verification of the funding sources may be required before final approval of the grant application.
- Applicant may be an individual, partnership, or corporation
- Acknowledgement applicant has read and understands grant requirements

Tenants are encouraged to have an agreement with landlord concerning leasehold value of improvements and the impact on rent, if any. If an owner is awarded based on the condition of having a tenant in place, no work shall commence until a lease agreement has been executed by both parties.

Grant Process

The Palatka Main Street staff or designee will review applications for completeness and compliance with program criteria. Applications that are incomplete will be returned with guidance. Projects that do not comply with program criteria will not be considered for funding, but an explanation will be provided.

The Evaluation Committee will review applications to determine if funding is to be recommended in full, in part, subject to conditions; or be rejected. All three members of the Evaluation Committee must be present and participate in any meeting at which funding is to be considered. All decision of the committee shall be by majority rule.

Disapproval of the application by Evaluation Committee may be appealed to the Community Redevelopment Agency Board (CRA).

All applicants will receive written notification regarding approval or denial of their application. Approval will include a funding agreement listing the amount of grant funds that are approved and the requirements for reimbursement.

Grant program description and credit signs must be displayed during project and for six (6) months following reimbursement, followed by a grant program description and credit decal or plaque to be displayed as mutually agreed for a period of not less than 2 years.

Modifications to the approved plans or construction documents, which produce visible differences in the approved design or which are not approved by City of Palatka Building Department, will require a repeat of application review and approval procedures. Failure to receive such approval may invalidate the funding agreement, and the agreement will be deemed terminated. In the event the agreement is terminated, any grant funds that have been disbursed to the applicant by the Community Redevelopment Agency shall become immediately due and payable to the Community Redevelopment Agency.

Reimbursement Procedures

Generally, approved projects will receive reimbursement upon completion of the project and submission of all required receipts, invoices and documentation. Grantees with larger projects may request reimbursement at fifty percent (50%) completion of project and at one hundred percent completion of project. Palatka Main Street and the City of Palatka Chief Building Official will make the final determination as to whether the project is complete.

Funds will be disbursed by a check payable to the applicant or contractor after the following:

- Submission of all receipts and required documentation to Palatka Main Street, including:
 - Contractor invoicing and evidence of payment of funds
 - Release of lien letters from contractors
 - Applicant must honor contractual obligations to contractor; hold harmless agreements must be executed
- Certification of completion by the City of Palatka Chief Building Official and closed permit reports
- Verification that any additional criteria added by contract has been completed as proposed in a satisfactory and professional manner
- Certification of completion of grant project by Palatka Main Street staff and submission to the Palatka City Finance Director.
- Project must be completed within six (6) months of receipt of grant funds.
- Copy of lease if a rent reduction is to be considered as an in-kind contribution

Reservations

Palatka Main Street and the City of Palatka Community Redevelopment Agency expressly reserve the right to:

- Reject any or all applications
- Request additional information from any or all applicants
- Amend the program guidelines and application procedures without notice
- Display and advertise properties that receive grant funding.

Release and Hold Harmless Agreement

Upon approval of a grant, the applicant and any affected contractor will be required to sign a Release and Hold Harmless Agreement with Palatka Main Street, the City of Palatka Community Redevelopment Agency, as permitted by the laws of the State of Florida.

Attachment B

Evaluation:

- The application is reviewed by Palatka Main Street and reviewed and scored by the Evaluation Committee.
- They will consider the strength and need of the applicant and the appropriateness of the project.
- The financial commitment by the owner, landlord, and tenant, as applicable will be evaluated and may have an impact on recommendation and approval.
- The Evaluation Committee will also determine the level of program funding.
- Each member of the Evaluation Committee shall score each application utilizing the score sheet and criteria set forth below. The average of the total scores of the three committee members for each application shall be utilized for comparison and evaluation purposes.
- Any application which receives an "average" total score of less than 50 points shall not be awarded funds.

Scoring Criteria:

Criteria	Points	Rank	Score
Consistent with City of Palatka comprehensive plans	5		
Consistent with Community Redevelopment Agency plans	5		
Consistent with Main Street Approach and Secretary of the Interior Standards for Historic Preservation	10		
Degree of investment leveraging by applicant/investors landlord or tenant in matching funds and/or in-kind contribution	15		
Strength of business capitalization, business plan (occupied space), marketing plan (vacant space).	20		
Previous history of applicant. First time applicants are encouraged	5		
Quality of proposed project and likelihood that it can be completed within the proposed schedule	10		
Degree to which the project contributes to the economic development of the Central Business District (i.e. job creation, occupancy commitments, and new tenants within the Central Business District)	15		
Development of business and/or marketing plan with SBDC assistance	15		
TOTAL	100		

While the Evaluation Committee scores and makes recommendations as they see fit, a score of 50 or below would generally be considered to be a weak score.

Appendix of Definitions

Eligible Business: Retail and restaurant

In-Kind: Equipment, supplies, labor, or other tangible resources; rent reduction and/or subsidy; and/or the implementation of marketing plan

Community Redevelopment Area (CRA), Tax Increment Finance Fund (TIFF), Community Redevelopment Area Plan and CRA boundaries map: Information can be found at the City of Palatka website: www.palatka-fl.gov by clicking on the CRA tab/drop down menu.

Palatka Main Street: visit the Palatka Main Street website at www.palatkamainstreet.com, the Florida Main Street website at www.flheritage.com/preservation/mainstreet/florida_main.cfm, or the National Main Street website at www.mainstreet.org for specific information about the Main Street program and approach.

Evaluation Committee: A three member independent committee comprised of the Main Street Manager, A City Representative and the Chair of the Economic Restructuring Committee. Members of the Evaluation Committee are ineligible to apply for the BIG program.

Professional Fees: Some examples are architecture, structural engineer and contractor.

Appeal Process: Please view the Grant Process section of this program on page 5 for additional information.

Agenda Item

5



CITY COMMISSION AGENDA ITEM

SUBJECT:

BUDGET SUMMARY REPORT - F/Y 2012-2013 review- Matt Reynolds, Finance Director

SUMMARY:

Fiscal Year 2012-2013

Overall:

This budget report covers the entire fiscal year (October through September).

General Fund:

Revenues (page 1)

Revenue Sources above 100.00%:

Total Property Taxes ended the year at 102.09% which is due to a collection rate of approximately 97%. The budgeted amount was based upon an estimated collection rate of 95%. This resulted in an additional \$66,415 that was received over and above the budgeted amount. This amount was partially offset by a lower than expected delinquent amount collected of \$6,451 below budget. The net effect was a positive \$59,964 that was received over the budgeted amounts.

Utility Service Taxes were at 109.65% at year end due to the utility service taxes on electricity, water and gas sales being well above 100%. Communication Service Taxes were at 120.48% due to a correction by the Department of Revenue to our monthly disbursement in December. Franchise fees were at 111.51% due to the lump sum payment of one year's worth of franchise fees by Clay Electric. Fines & Forfeits totaled 112.60% for the year due to several lines under this section being well over budget. All of these overages combined resulted in an excess of \$244,674 over the budgeted amounts.

Revenue Sources below 100.00%:

Local option taxes are comprised of gas and fuel taxes, discretionary sales surtax and fire and police state premium money that are contributed to the police and fire pension funds. The total percent was 98.10% for the year primarily due to shortfalls in both local option gas tax lines as well as discretionary sales surtaxes (Better Place Plan revenue). This resulted in actual

revenues of approximately \$24,544 below the budgeted amount.

Licenses and Permits were 94.71% due to building permits being substantially below budget. This resulted in approximately \$9,810 of unrealized revenues.

State and Federal grants were well below budget at 82.2% which resulted in approximately \$69,163 of unrealized revenues however several grant reimbursements had not taken place by year end which will cause a majority of this shortfall to be covered. The other portion of the shortfall is due to expenditures for these grant projects being below budget as well which means the shortfall does not adversely affect the operations of the General Fund.

State Shared revenues were slightly below budget at 98.07%. This was due to the Half-Cent Sales Tax revenue line being at 94.56% which resulted in \$15,942 of unrealized revenue.

Shared Revenues for Local Units were at 42.11%. This was due to \$25,000 being budgeted for an expected payment from Putnam County in regards to the Crestwood Nursing Home property on Palm Ave. For approximately 30 years, the County has paid the City \$5,000 as a form of Payment in Lieu of Taxes (PILOT) for Crestwood Nursing Home which is located in the old hospital building off Palm Ave. The City originally gave the piece of land that this building is located on to the County in the 1950's in order for the County to build a hospital. Once the new hospital was built on the west side of town and the old hospital off Palm Ave was closed, a nursing home company began renting the building from the County for which they pay a monthly rent, however since the County owns the land they do not pay property taxes on the land or the building. In the 1980's, the County agreed to pay the City \$5,000 a year. It has remained the same amount ever since, however during the budget season last year it was estimated that we would be able to get the County to pay an increased amount. This resulted in a revenue shortfall of \$16,497 for this section of revenues

Charges for Services were at 87.92%, primarily due to Cemetery Services being below budget at 48.94%. The net shortfall for this section of revenues was \$27,010.

Miscellaneous Revenues were also below budget at 95.82%. This was primarily due to the sale of Cemetery lots being approximately 31% below budget. The net impact of this was approximately \$9,820 of unrealized revenues.

Summary

The General Fund ended the year with \$9,886,911 of realized revenues versus a total operating budget of \$9,826,281, approximately \$60,630 over the budgeted amount.

Expenditures (page 2):

The only departments that were over 100.00% for the year were Legal Counsel (138.28%), Other Governmental Services (106.89%), Cemetery Department (100.36%) and Cultural Services (110.08%). Legal Counsel exceeded budget due to the increased usage of the City Attorney over the past fiscal year. This caused the professional services line to be approximately \$22,382 over budget. Other Governmental Services went over budget primarily due to unexpected additional expenses for the fireworks. Cemetery department was over

budget by only \$498. Cultural Services went over budget due to unexpected A/C repair expense. All other departments within the General Fund were under budget.

Summary

General Fund actual expenditures totaled \$8,917,799 versus a total operating budget of \$9,401,300. This resulted in a net savings of \$483,501 for the year. **Total revenues exceeded total expenditures by \$969,112.**

Airport Fund:

Revenues (page 3): Total operating revenues were at 96.20%. This was primarily due to grant revenues for Taxiway C being approximately \$90,503 below budget. Total other revenues were also below the 100.00% mark due to the revenues from the sale of surplus materials (millings, lime rock, timber and clean fill sand) not coming in as expected.

The Airport Fund total operating budget for the year was \$2,536,900 however the actual revenues received were \$2,440,518, approximately \$96,382 short of the budgeted amount. Again, this was primarily due to grant revenues of \$90,503 not being received by the end of the fiscal year.

Expenditures (page 4): Personnel services ended the year at 108.15% mark due to part time staff being utilized more than what was anticipated during the budget process. Operating expenses were also 106.61% mark primarily due to 100 low lead fuel costs being higher than anticipated.

Summary

Total expenditures for the year were \$2,637,334 while the total budgeted amount was \$2,590,834, approximately \$46,500 over budget. **This combined with the revenues falling short of budget resulted in a deficit in the Airport Fund of \$196,816 for the fiscal year.**

TIF Fund:

Revenues (page 5): Downtown, North and South Historic TIF Revenues ended the year at exactly 100.00%.

Expenditures (page 6): The total expenses for the Downtown TIF District ended the year \$73,695 below budget due to savings in several project lines. The anticipated ending balance of the Downtown TIF Fund was -\$14,944, however due to the savings of \$73,965 this resulted in an ending balance of \$58,781 in the Downtown TIF Fund.

The South Historic TIF expenditures were \$118,532 under budget, when combined with the estimated contingency of \$122,432 resulted in an ending balance of \$240,964 in the South Historic TIF Fund.

The North Historic TIF expenditures were \$46,826 below budget. Again, this savings combined with the estimated ending balance of \$21,840 resulted in an actual ending balance of \$68,666.

Water Fund:

Revenues (page 7): Charges for service ended the year at 100.02%, approximately \$1,004 more than expected. Other Revenues were well above budget by approximately \$20,934 due to sales of surplus equipment and the Communication Tower Lease line. One of the companies that leases space on the tower made October's payment in September, thereby causing an overage.

Total revenues collected for the year were \$4,149,835 versus a budgeted amount of \$4,115,793. This resulted in an additional \$34,042 in actual revenues collected.

Expenditures (page 8): The water and sewer plant departments were both under budget, however water & sewer distribution and water administration were both over budget by 102.72% and 100.87% respectively.

Summary

Total budgeted expenditures for the year were \$4,302,667 while the actual amount expended was \$4,196,260, which is approximately \$106,407 below budget. **However, total expenditures exceeded total revenues by \$46,426.**

Golf Course Fund:

Revenues (page 9): Operating revenues for the golf course ended the year at 106.09%. This resulted in an additional \$40,243 in revenues collected that exceeded the budgeted amount. Other revenues collected were also \$685 more than budget. Total budgeted revenues were \$835,464 while the actual amount collected was \$876,392, approximately \$40,928 over budget.

Expenditures (page 10): Operating expenses for course maintenance department were at 103.79% or \$5,368 over budget. The primary reason for this overage was the contractual services line which is the expenditure line that the salaries are paid from. The club house department exceeded the budgeted amount by \$34,321 which was 105.48% of budget and again primarily due to the contractual services line as well as the electricity line.

Summary

Total budgeted expenditures for the year were \$958,144 while the actual amount expended was \$997,834, which is approximately \$39,690 over budget. **Total expenditures exceeded total revenues by \$121,442.**

Sanitation Fund:

Revenues (page 11): Total budgeted revenues were \$1,539,656 while total revenues collected were \$1,535,511 at the end of the year. This was approximately .27% (\$4,145) below budget.

Expenditures (page 12): The garage maintenance department was well below budget by \$31,743 due to savings in the personnel section due to an employee retiring and the position being filled at the base salary. The sanitation department was slightly over budget by \$9,383 primarily due to gas and lubricants as well as vehicle maintenance being over budget.

Summary

Total budgeted expenditures for the year were \$1,442,439 while the actual amount expended was \$1,420,079, which is approximately \$22,360 under budget. **Total revenues exceeded total expenditures by \$115,432.**

CDBG Fund:

Revenues (page 13): Total revenues for the year were \$9,125 which was \$9 below budget due to interest revenues being slightly below budget.

Expenditures (page 14): Operating expenditures were at 100% as the final payments have been made to Fred Fox for administration of the latest CDBG project.

RECOMMENDED ACTION:

No action requested.

ATTACHMENTS:

Description	Type
□ Budget Summary reports	Backup Material

City of Palatka
GENERAL FUND REVENUES
BUDGET SUMMARY
100.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 REV YTD	2013 BUDGET	YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL PROPERTY TAXES	3,201,120	3,049,332.50	3,189,697	3,249,660.79	-59,963.79	101.88%
	TOTAL LOCAL OPTION TAXES	1,268,279	1,261,581.16	1,292,063	1,267,519.30	24,543.70	98.10%
	TOTAL UTILITY SERVICE TAXES	844,948	898,317.19	841,724	922,910.96	-81,186.96	109.65%
	TOTAL COMMUNICATION SERV TAXES	193,731	137,015.45	108,716	130,984.16	-22,268.16	120.48%
	TOTAL LICENSES/PERMITS	154,083	173,554.24	185,422	175,612.34	9,809.66	94.71%
	TOTAL FRANCHISE FEES	819,899	662,190.36	811,541	904,957.54	-93,416.54	111.51%
	TOTAL STATE/FEDERAL GRANTS	666,309	649,792.30	388,652	319,488.53	69,163.47	82.20%
	TOTAL STATE SHARED REVENUES	756,034	787,792.50	826,388	810,445.97	15,942.03	98.07%
	TOTAL GRANTS FROM LOCAL UNITS	6,857	8,068.16	6,547	8,201.15	-1,654.15	125.27%
	TOTAL SHARED REV LOCAL UNITS	11,500	7,331.49	28,500	12,002.68	16,497.32	42.11%
	TOTAL CHARGES FOR SERVICES	161,618	162,448.14	224,850	197,679.70	27,170.30	87.92%
	TOTAL FINES & FORFEITS	115,084	106,623.03	379,521	427,323.74	-47,802.74	112.60%
	TOTAL MISCELLANEOUS REVENUES	260,645	235,004.34	235,088	225,267.93	9,820.07	95.82%
	TOTAL TRANSFERS IN	764,709	744,707.82	830,099	830,098.88	0.12	100.00%
	TOTAL REIMBURSEMENTS	380,000	380,000.00	379,787	381,423.80	-1,636.80	100.43%
	TOTAL DEBT PROCEEDS	0	0.00	97,686	23,333.35	74,352.65	23.89%
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	TOTAL OPERATING REVENUES	9,604,816	9,263,758.68	9,826,281	9,886,910.82	-60,629.82	100.62%
	TOTAL CASH BALANCE FORWARD	982,655	0.00	1,117,429	0.00	1,117,429.00	0.00%
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	TOTAL REVENUES	10,587,471	9,263,758.68	10,943,710	9,886,910.82	1,056,799.18	90.34%

City of Palatka

GENERAL FUND EXPENDITURES
BUDGET SUMMARY
100.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 EXP YTD	2013 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	PERSONNEL & OPERATING EXPENSES							
	CITY HALL	821,476	808,154.26	813,852	795,921.98	4,623.67	13,306.35	97.80%
	INFORMATION TECHNOLOGY	3,303	26,145.32	144,330	113,265.87	270.64	30,793.49	78.48%
	LEGAL COUNSEL	57,205	52,431.97	58,451	80,825.00	0.00	-22,374.00	138.28%
	OTHER GOVT SERVICES	152,949	169,459.55	78,662	84,082.64	192.40	-5,613.04	106.89%
	BUILDING & ZONING	338,421	354,349.56	364,137	318,786.80	861.07	44,489.13	87.55%
	POLICE DEPARTMENT	3,298,736	3,177,530.44	3,553,849	3,250,264.37	239,733.93	63,850.70	91.46%
	CODE ENFORCEMENT	0	0.00	33,178	29,020.17	464.72	3,693.11	87.47%
	FIRE DEPARTMENT	1,800,475	1,745,866.96	1,826,154	1,818,296.32	4,594.89	3,262.79	99.57%
	STREETS	503,083	512,580.03	505,389	442,239.28	3,121.19	60,028.53	87.50%
	CEMETERY	152,600	140,295.97	139,747	140,245.49	3,157.44	-3,655.93	100.36%
	CULTURAL SERVICES	6,550	16,575.35	12,088	13,306.67	265.76	-1,484.43	110.08%
	BRONSON HOUSE	54,130	52,622.83	68,289	63,938.36	0.00	4,350.64	93.63%
	PARKS AND RECREATION	359,037	372,595.96	365,145	346,420.34	858.26	17,866.40	94.87%
	PRICE MARTIN CENTER	30,074	23,962.36	22,355	21,955.25	0.00	399.75	98.21%
	BETTER PLACE PLAN	1,699,187	1,701,463.63	1,078,175	1,061,730.76	168,463.01	-152,018.77	98.47%
	OPERATING EXPENSES SUBTOTAL	9,277,226	9,154,034.19	9,063,801	8,580,299.30	426,606.98	56,894.72	94.67%
	TRANSFERS	0	0.00	337,499	337,499.53	0.00	-0.53	100.00%
	TRANSFERS & OPERATING SUBTOTAL	9,277,226	9,154,034.19	9,401,300	8,917,798.83	426,606.98	56,894.19	94.86%
	CONTINGENCIES	547,600	0.00	164,268	0.00	0.00	164,268.00	0.00%
	RESERVES	762,645	0.00	1,378,142	0.00	0.00	1,378,142.00	0.00%
	TOTAL EXPENDITURES	10,587,471	9,154,034.19	10,943,710	8,917,798.83	426,606.98	1,599,304.19	81.49%

City of Palatka

ARP REVENUES
BUDGET SUMMARY
100.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 REV YTD	2013 BUDGET	YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL GRANTS	3,999,674	4,127,821.89	1,503,422	1,412,918.56	90,503.44	93.98%
	TOTAL OPERATING REVENUES	822,682	863,615.52	889,905	904,123.00	-14,218.00	101.60%
	TOTAL OTHER REVENUES	130,870	129,660.51	119,890	99,793.74	20,096.26	83.24%
	TOTAL TRANSFERS	0	0.00	0	0.00	0.00	0.00%
	TOTAL DEBT PROCEEDS	0	0.00	23,683	23,682.23	0.77	100.00%
	TOTAL CASH BALANCE FORWARD	61,955	0.00	-86,764	0.00	-86,764.00	0.00%
	TOTAL REVENUES	5,015,181	5,121,097.92	2,450,136	2,440,517.53	9,618.47	99.61%

City of Palatka
AIRPORT EXPENDITURES
BUDGET SUMMARY
100.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 EXP YTD	2013 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	TOTAL PERSONNEL EXPENSES	155,465	133,063.70	133,346	144,212.97	0.00	-10,866.97	108.15%
	TOTAL OPERATING EXPENSES	669,770	1,396,346.23	662,405	706,168.22	108.86	-43,872.08	106.61%
	TOTAL CAPITAL EXPENSES	4,087,484	-12,861.71	1,567,869	1,562,135.55	57,198.60	-51,465.15	99.63%
	TOTAL DEBT SERVICE	217,616	84,281.66	227,214	224,817.21	0.00	2,396.79	98.95%
	TOTAL TRANSFERS, CONTINGENCIES & RESERVES	-115,154	25,337.41	-140,698	0.00	0.00	-140,698.00	0.00%
	TOTAL EXPENDITURES	5,015,181	1,626,167.29	2,450,136	2,637,333.95	57,307.46	-244,505.41	107.64%

City of Palatka

TIF REVENUES
 BUDGET SUMMARY
 100.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 REV YTD	2013 BUDGET	YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL PROPERTY TAXES	452,393	448,521.89	379,410	379,410.25	-0.25	100.00%
	TOTAL OTHER REVENUES	0	0.00	19,964	19,963.25	0.75	100.00%
	TOTAL CASH BALANCE FORWARD	625,752	0.00	474,495	0.00	474,495.00	0.00%
	TOTAL REVENUES	1,078,145	448,521.89	873,869	399,373.50	474,495.50	45.70%

City of Palatka

TIF EXPENDITURES
BUDGET SUMMARY
100.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 EXP YTD	2013 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	TOTAL EXPENSES-DOWNTOWN	795,624	260,425.37	198,494	125,293.09	19,055.07	54,145.84	63.12%
	TOTAL EXPENSES-SOUTH HISTORIC	199,603	16,384.00	147,083	28,551.00	0.00	118,532.00	19.41%
	TOTAL EXPENSES-NORTH HISTORIC	82,918	44,487.50	68,866	22,039.98	8,509.32	38,316.70	32.00%
	TOTAL TRANSFERS OUT	0	211,231.53	330,098	330,097.64	0.00	0.36	100.00%
	TOTAL CONTINGENCIES & RESERVES	0	0.00	129,328	0.00	0.00	129,328.00	0.00%
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	TOTAL EXPENDITURES	1,078,145	532,528.40	873,869	505,981.71	27,564.39	340,322.90	57.90%

City of Palatka

□ ATER FUND REVENUES
BUDGET SUMMARY
100.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 REV YTD	2013 BUDGET	YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL GRANTS	2,487,290	2,487,289.41	0	12,103.02	-12,103.02	0.00%
	TOTAL CHARGES FOR SERVICES	3,879,810	3,884,033.31	4,026,971	4,027,975.33	-1,004.33	100.02%
	TOTAL OTHER REVENUES	130,143	138,103.44	88,822	109,756.32	-20,934.32	123.57%
	TOTAL TRANSFERS IN	252,680	252,679.51	0	0.00	0.00	0.00%
	TOTAL CASH BALANCE FORWARD	342,117	0.00	262,735	0.00	262,735.00	0.00%

	TOTAL REVENUES	7,092,040	6,762,105.67	4,378,528	4,149,834.67	228,693.33	94.78%

City of Palatka

WATER FUND EXPENDITURES
BUDGET SUMMARY
100.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 EXP YTD	2013 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	TOTAL PERSONNEL EXPENSES-WATER	430,165	443,920.28	467,436	484,793.05	0.00	-17,357.05	103.71%
	TOTAL OPERATING EXPENSES-WATER	523,094	1,194,343.07	613,742	512,062.41	9,220.10	92,459.49	83.43%
	TOTAL CAPITAL EXPENSES-WATER	19,250	0.00	69,000	38,151.14	0.00	30,848.86	55.29%
	TOTAL PERSONNEL EXPENSES-SEWER	543,569	499,298.87	540,443	504,255.58	0.00	36,187.42	93.30%
	TOTAL OPERATING EXPENSES-SEWER	394,950	808,951.65	370,920	334,912.65	5,295.32	30,712.03	90.23%
	TOTAL CAPITAL EXPENSES-SEWER	2,708,371	-5,000.00	0	46,551.39	0.00	-46,551.39	0.00%
	TOTAL PERSONNEL EXPENSES-W&S	697,900	704,086.25	728,582	731,307.55	0.00	-2,725.55	100.37%
	TOTAL OPERATING EXPENSES-W&S	80,792	386,865.24	114,492	137,131.11	1,255.36	-23,894.47	119.77%
	TOTAL CAPITAL EXPENSES-W&S	122,478	68,121.99	85,500	85,428.20	0.00	71.80	99.92%
	TOTAL PERSONNEL EXPENSES-ADMIN	126,534	124,316.56	131,150	132,789.49	0.00	-1,639.49	101.25%
	TOTAL OPERATING EXPENSES-ADMIN	99,831	104,512.34	103,531	110,855.42	869.01	-8,193.43	107.07%
	TOTAL CAPITAL EXPENSES-ADMIN	0	0.00	0	0.00	0.00	0.00	0.00%
	TOTAL DEBT SERVICE	802,713	443,219.31	812,871	813,022.46	0.00	-151.46	100.02%
	TOTAL TRANSFERS OUT	260,000	260,000.00	265,000	265,000.03	0.00	-0.03	100.00%
	TOTAL CONTINGENCIES & RESERVES	282,393	0.00	75,861	0.00	0.00	75,861.00	0.00%
TOTAL EXPENDITURES		7,092,040	5,032,635.56	4,378,528	4,196,260.48	16,639.79	165,627.73	95.84%

City of Palatka

**GOLF COURSE REVENUES
BUDGET SUMMARY
100.00 % Yr Complete**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 REV YTD	2013 BUDGET	YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL OPERATING REVENUES	752,564	593,577.96	661,225	701,467.77	-40,242.77	106.09%
	TOTAL OTHER REVENUES	0	1,233.46	6,000	6,684.98	-684.98	111.42%
	TOTAL TRANSFERS IN	0	0.00	146,399	146,399.44	-0.44	100.00%
	TOTAL DEBT PROCEEDS	0	0.00	21,840	21,839.86	0.14	100.00%
	TOTAL CASH BALANCE FORWARD	-968,821	0.00	-1,413,684	0.00	-1,413,684.00	0.00%

	TOTAL REVENUES	-216,257	594,811.42	-578,220	876,392.05	-1,454,612.05	-151.57%

City of Palatka

GOLF COURSE EXPENDITURES
BUDGET SUMMARY
100.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 EXP YTD	2013 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	TOTAL PERSONNEL EXPENSES-MAINT	9,000	4,566.68	4,450	3,199.44	0.00	1,250.56	71.90%
	TOTAL OPERATING EXPENSES-MAINT	230,384	296,430.46	243,364	252,445.66	4,704.72	-13,786.38	105.66%
	TOTAL CAPITAL EXPENSES-MAINTEN	8,500	0.00	18,150	15,687.32	0.00	2,462.68	86.43%
	TOTAL PERSONNEL-CLUB HOUSE	22,000	17,244.15	25,800	18,288.59	0.00	7,511.41	70.89%
	TOTAL OPERATING-CLUB HOUSE	450,790	588,981.23	503,139	545,653.66	3,584.42	-46,099.08	109.16%
	TOTAL CAPITAL-CLUB HOUSE	0	0.00	0	575.00	0.00	-575.00	0.00%
	TOTAL DEBT SERVICE	181,890	97,560.10	163,241	161,984.20	0.00	1,256.80	99.23%
	TOTAL TRANSFERS, CONTINGENCIES & RESERVES	0	0.00	-1,536,364	0.00	0.00	-1,536,364.00	0.00%
	TOTAL EXPENDITURES	902,564	1,004,782.62	-578,220	997,833.87	8,289.14	-1,584,343.01	-174.00%

City of Palatka

**SANITATION FUND REVENUES
BUDGET SUMMARY
100.00 % Yr Complete**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 REV YTD	2013 BUDGET	YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL CHARGES FOR SERVICE	1,549,722	1,542,053.20	1,539,656	1,535,189.00	4,467.00	99.71%
	TOTAL OTHER REVENUES	8,902	8,901.95	0	322.00	-322.00	0.00%
	TOTAL CASH BALANCE FORWARD	0	0.00	6,495	0.00	6,495.00	0.00%

	TOTAL REVENUES	1,558,624	1,550,955.15	1,546,151	1,535,511.00	10,640.00	99.31%

City of Palatka

SANITATION FUND EXPENDITURES
BUDGET SUMMARY
100.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 EXP YTD	2013 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	TOTAL PERSONNEL SERVICES-MAINT	192,283	157,816.62	166,478	135,183.44	0.00	31,294.56	81.20%
	TOTAL OPERATING EXPENSES-MAINT	8,770	8,948.99	7,973	7,524.81	0.00	448.19	94.38%
	TOTAL CAPITAL EXPENSES-MAINT	0	0.00	0	0.00	0.00	0.00	0.00%
	TOTAL PERSONNEL-SANITATION	538,257	543,131.57	589,748	594,260.94	0.00	-4,512.94	100.77%
	TOTAL OPERATING-SANITATION	545,988	666,730.93	570,200	575,070.73	23,332.15	-28,202.88	100.85%
	TOTAL CAPITAL-SANITATION	0	0.00	0	0.00	0.00	0.00	0.00%
	TOTAL DEBT SERVICE	124,547	2,929.03	13,040	13,038.97	0.00	1.03	99.99%
	TOTAL TRANSFERS OUT	95,000	95,000.00	95,000	95,000.03	0.00	-0.03	100.00%
	TOTAL CONTINGENCIES & RESERVES	0	0.00	103,712	0.00	0.00	103,712.00	0.00%
TOTAL EXPENDITURES		1,504,845	1,474,557.14	1,546,151	1,420,078.92	23,332.15	102,739.93	91.85%

City of Palatka

CDBG REVENUES
BUDGET SUMMARY
100.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 REV YTD	2013 BUDGET	CURRENT YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL GRANTS	560,903	550,236.75	7,000	7,000.07	-0.07	100.00%
	TOTAL OTHER REVENUES	5,113	21,045.55	2,134	2,125.08	8.92	99.58%
	TOTAL CASH BALANCE FORWARD	33,546	0.00	45,314	0.00	45,314.00	0.00%
	TOTAL REVENUES	599,562	571,282.30	54,448	9,125.15	45,322.85	16.76%

City of Palatka

CDBG EXPENDITURES
BUDGET SUMMARY
100.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 EXP YTD	2013 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	TOTAL OPERATING EXPENSES	18,667	27,999.96	16,334	16,333.39	0.00	0.61	100.00%
	TOTAL CAPITAL EXPENSES	0	0.00	0	0.00	0.00	0.00	0.00%
	TOTAL TRANSFERS OUT	544,916	524,916.30	0	0.00	0.00	0.00	0.00%
	TOTAL CONTINGENCIES & RESERVES	35,979	0.00	38,114	0.00	0.00	38,114.00	0.00%

	TOTAL EXPENDITURES	599,562	552,916.26	54,448	16,333.39	0.00	38,114.61	30.00%

Agenda Item

6



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending Palatka Fire Pension Plan Benefit Amount - Chapter 175 Extra Multiplier - 2nd Reading, Adopt

SUMMARY:

This is the second reading of an ordinance amending Section 2-240(b) of the Code of Ordinances which revises the extra benefits multiplier for the Firefighters' Pension Benefit Group for the fiscal year beginning 10/1/13, setting the "extra benefit" multiplier at 0.79 percent. This extra benefit is funded by Chapter 175 money received from the State each year and is in addition to the 2.50% base multiplier. This brings the multiplier in the Code in line with the actuarial reports compiled by Foster & Foster, as calculated and recommended by Patrick Donlan, Plan Actuary, and as presented and accepted by the Firefighters' Pension Board on 3/19/13.

Currently, the Extra Benefit multiplier is set at 0.80%. The last change to this extra benefits multiplier was in 2009, when it was redetermined to be 0.75%. In 2010 the entire Fire Pension Plan was restated.

A copy of the excerpt from the Plan Actuarial Report FY ending 9/30/12 entitled "Plan Changes Since Prior Valuation" is provided as an attachment.

RECOMMENDED ACTION:

Pass this Ordinance second reading for adoption. it was passed on first reading on 10/10/13.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance	Ordinance
<input type="checkbox"/> Actuarial Evaluation Information	Backup Material

This instrument prepared by:
Betsy J. Driggers
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 13 - 43

Entitled

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA,
REVISING THE CODE OF ORDINANCES OF THE CITY OF
PALATKA, FLORIDA, BY REVISING SECTION 2-240(b),
FIREFIGHTER BENEFIT GROUP PENSION AMOUNT
FORMULA; AND PROVIDING AN EFFECTIVE DATE.**

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

SECTION 1: That the Code of Ordinances of the City of Palatka, Florida be amended by revising the following Section to read as follows:

Section 2-240(b): The firefighter benefit group pension amount formula is as follows:

- (1) Two and fifty One-Hundredths Percent (2.50%) of final average compensation multiplied by credited service.
- (2) A F.S. ch. 175 percent of final average compensation multiplied by credited service, if the individual retires pursuant to Section 2-238. The F.S. ch. 175 percent shall be the percent which can be actuarially funded by the monies received pursuant to F.S. ch. 175 after deducting the actuarial cost of any earlier retirement opportunity provided in Section 2-238 to members of the firefighters' retirement plan as compared to members of the general benefit group. The percent shall be redetermined annually following completion of the annual actuarial valuation and the redetermined amount shall become effective the first day of October following the redetermination. The redetermined percent shall be applied prospectively to retired members and beneficiaries of deceased retired members.

The percent effective October 1, 2013 has been redetermined to be seventy nine-hundredths (0.79) percent.

SECTION 2: This ordinance shall become effective immediately upon its final passage by the City Commission of the City of Palatka, Florida.

SECTION 3: A copy of this ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 24th day of October, 2013.

CITY OF PALATKA

By: _____
Its **MAYOR**

ATTEST:

CITY CLERK

Plan Changes Since Prior Valuation

The City's Code of Ordinances requires the annual determination of the Chapter 175 percent of Average Final Compensation that can be actuarially funded by the State Monies. The analysis was performed with this valuation and resulted in an increase in the benefit multiplier from 3.25% to 3.29% of Average Final Compensation for each year of Credited Service.

Actuarial Assumption/Method Changes Since Prior Valuation

The assumed payroll growth for the purposes of amortizing the Unfunded Actuarial Accrued Liabilities is limited to the actual historical 10-year average. In last year's valuation this amount was 2.4%. In this valuation, 1.1% was used.

In conjunction with this valuation in order to more appropriately portray the fact that the accumulated DROP Balances of the Members are both in the Market Value of Assets and represent a liability of an amount payable to the DROP Members when they terminate employment, these balances are now being added both to the assets and the DROP Retiree liabilities. In last year's report these balances were not included in the assets or the liabilities. For better comparisons between 2011 and 2012, the 2011 column has been amended as such.

City of Palatka
Firefighters' Pension Plan

Authorization for Amended Benefits
Effective October 1, 2013

<u>Name of Payee</u>	<u>Current Payment</u>	<u>Previous Multiplier</u>	<u>New Multiplier</u>	<u>New Payment*</u>	<u>Increase</u>
Dixon, William	\$5,109.07	3.25%	3.29%	\$5,171.95	\$62.88
Fowler, Mark	3,424.15	3.25%	3.29%	3,466.29	42.14
Holley, John	4,865.54	3.25%	3.29%	4,925.42	59.88
Howard, Rudoiph	4,152.46	3.25%	3.29%	4,203.57	51.11
Lambert, Mike	6,685.78	3.25%	3.29%	6,768.07	82.29
Porter, Randall	5,177.60	3.25%	3.29%	5,241.32	63.72
Reed, David	627.52	3.25%	3.29%	635.24	7.72
Sims, Richard	2,025.23	3.25%	3.29%	2,050.16	24.93
White, James	\$4,290.48	3.25%	3.29%	\$4,343.27	\$52.81
	<u>\$36,357.81</u>			<u>\$36,805.29</u>	<u>\$447.48</u>

* Adjustments are based on a 3.29% multiplier and are effective October 1, 2013.

The foregoing authorization and direction for payment has been made pursuant to directions and authorities of the Board of Trustees.

BOARD OF TRUSTEES

By: _____

Date of Issuance: _____

(1 copy for Disbursing Agent, 1 copy for Board)

Agenda Item

7



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending Palatka Police Officer Pension Extra Benefit Amount - Chapter 185 Extra Benefit Multiplier- 2nd Reading. Adopt

SUMMARY:

This is the second reading to adopt an ordinance amending Section 2-250.185(b) of the Code of Ordinances which revises the extra benefits multiplier for the Police Officer Pension Benefit Group for the fiscal year beginning 10/1/13, setting the "extra benefit" multiplier at 0.61 percent. This extra benefit is funded by Chapter 185 money received from the State each year and is in addition to the 2.50% base multiplier. This brings the multiplier in the Code in line with the actuarial reports compiled by Foster & Foster, as calculated and recommended by Patrick Donlan, Plan Actuary, and as presented and accepted by the Police Officers' Pension Board on 3/19/13. A copy of the Actuarial Report is attached.

RECOMMENDED ACTION:

Pass this Ordinance on second reading for adoption. This was passed on first reading on 10/10/13.

ATTACHMENTS:

	Description	Type
□	<u>Ordinance Amending Police Pension Extra Multiplier</u>	Ordinance
□	<u>Excerpt - Actuarial Valuation Letter for FY2013/14</u>	Exhibit

This instrument prepared by:
Betsy J. Driggers
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 13 - 44

Entitled

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA,
REVISING THE CODE OF ORDINANCES OF THE CITY OF
PALATKA, FLORIDA, BY REVISING SECTION 2-250.185(b),
POLICE OFFICER BENEFIT GROUP PENSION AMOUNT
FORMULA; AND PROVIDING AN EFFECTIVE DATE.**

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

SECTION 1: That the Code of Ordinances of the City of Palatka, Florida be amended by revising the following Section to read as follows:

Section 2-250.185(b): The police officer benefit group pension amount formula is as follows:

- (1) Two and Twenty-Five One-Hundredths Percent (2.50%) of final average compensation multiplied by credited service.
- (2) A F.S. ch. 185 percent of final average compensation multiplied by credited service, if the individual retires pursuant to Section 2-250.175. The F.S. ch. 185 percent shall be the percent which can be actuarially funded by the monies received pursuant to F.S. ch. 185 after deducting the actuarial cost of any earlier retirement opportunity provided in Section 2-250.175 to members of the police officers' retirement plan as compared to members of the general benefit group. The percent shall be redetermined annually following completion of the annual actuarial valuation and the redetermined amount shall become effective the first day of October following the redetermination. The redetermined percent shall be applied prospectively to retired members and beneficiaries of deceased retired members.

The percent effective October 1, 2013 has been redetermined to be sixty one-hundredths (0.61) percent.

SECTION 2: This ordinance shall become effective immediately upon its final passage by the City Commission of the City of Palatka, Florida.

SECTION 3: A copy of this ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 24th day of October, 2013.

CITY OF PALATKA

By: _____
Its **MAYOR**

ATTEST:

CITY CLERK

During the past year, there was a net actuarial gain. The primary components of gain included average increases in pensionable compensation that were less than the 5.5% assumption and larger than expected retiree mortality. These gains were partially offset by the effect of a 5.2% investment return (Actuarial Asset Basis) that was less than the 8.0% assumption.

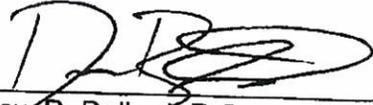
The above requirements reflect a change in the benefits as of October 1, 2013 resulting from the actuarial analysis of the amount of benefit accrual rate that can be supported by the accumulated State Monies. The Chapter 185 supplemental accrual rate beginning October 1, 2013, will be increased to 0.61% from the current 0.59%. Details of the impact of this change are outlined in the comparative summary that follows.

The balance of this Report presents additional details of the actuarial valuation and the general operation of the Fund. The undersigned would be pleased to meet with the Board of Trustees in order to discuss the Report and any pending questions concerning its contents.

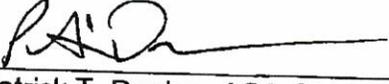
Respectfully submitted,

FOSTER & FOSTER, INC.

By:


Drew D. Ballard, B.S.

By:


Patrick T. Donlan, ASA, MAAA

Police

Plan Changes Since Prior Valuation

In accordance with the City's Code, the total benefit multiplier was increased from 3.09% to 3.11%.

0.61 ?

Actuarial Assumption/Method Changes Since Prior Valuation

There have been no changes in the Plan assumptions or methods since the prior valuation. However, the assumed payroll growth for the purposes of amortizing the Unfunded Actuarial Accrued Liabilities is limited to the actual historical 10-year average. In last year's valuation this amount was 2.75%. In this valuation, 3.0% was used.

Agenda Item

8



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending the City of Palatka Code of Ordinances revising Chapter 2, Article V, Division I, entitled Code Enforcement Board, to allow for the utilization of a uniform method to impose and collect costs associated with the abatement of nuisance properties - 1st Reading

SUMMARY:

Under the City's current ordinance, collection of abatement costs is placed against real property as a lien and can only be enforced up to (20) years. Additionally, the City's current ordinances do not allow for liens against properties that enjoy the "Homestead Exemption" status.

In order to collect the costs and expenses associated with nuisance abatement in a more effective manner, Chapter 197 of the Florida Statutes allows municipalities to utilize a uniform method to impose and collect costs associated with nuisance abatement through the non-ad valorem tax assessments, which would be levied as part of the City's taxing authority.

RECOMMENDED ACTION:

Pass on first reading an ordinance amending the City of Palatka Code of Ordinances to revise Chapter 2, Article V, Division 1, Code Enforcement, to allow for the imposition and collection of cost associated with abatement of property nuisances through non-ad valorem tax liens.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> <u>Ordinance amending Ch2 Art V Div 1 Code Enf</u>	Ordinance

ORDINANCE NO 13 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA TO REVISE CHAPTER 2, ARTICLE V, DIVISION 1, CODE ENFORCEMENT, BY AMENDING SECTION 2-281, DEFINITIONS; SECTION 2-283, JURISDICTION; 2-285, ENFORCEMENT PROCEDURES; SECTION 2-286, CONDUCT OF HEARINGS; SECTION 2-288, FINES; SECTION 2-289, APPEAL AND OTHER ENFORCEMENT METHODS; ADDING PROVISIONS FOR AUTHORIZING THE IMPOSITION AND LEVY OF SPECIAL ASSESSMENTS FOR ADMINISTRATIVE COSTS INCURRED BY THE CITY AND NOT REIMBURSED BY THE PROPERTY OWNER; REQUIRING NOTICES OF ASSESSMENT; ESTABLISHING THE CITY AS A SPECIAL ASSESSMENT DISTRICT; AUTHORIZING THE LEVY OF NON-AD VALOREM ASSESSMENTS IN CONNECTION WITH VIOLATIONS; INSERTING PROVISIONS FOR THE COLLECTION OF NON-AD VALOREM ASSESSMENTS; AUTHORIZING AN AGREEMENT WITH THE PUTNAM COUNTY TAX COLLECTOR REGARDING THE CITY'S USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS; PROVIDING FOR ANNUAL NON-AD VALOREM ASSESSMENT ROLLS; PROVIDING TRANSITION PROVISIONS AND RATIFYING ASSESSMENTS TO RECOVER COSTS INCURRED BY THE CITY TO REMEDY VIOLATIONS PRIOR TO THE ORDINANCE'S ENACTMENT; PROVIDING FOR THE RENUMBERING OF CHAPTER 2, ARTICLE V, DIVISION 1 IF NECESSARY; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, code violations that create conditions which negatively affect the health, safety and welfare of the community as well as the general livability of the community occur at businesses and residences in the City of Palatka; and

WHEREAS, code violations are enforced by the City of Palatka through its Code Enforcement Officer and the Code Enforcement Board; and

WHEREAS, the City of Palatka wishes to utilize the Code Enforcement Board as its Nuisance Abatement Board; and

WHEREAS, the City of Palatka incurs costs for the enforcement of code violations to include fines, fees, prosecution costs and abatement costs that need to be paid to the City of Palatka by the party or parties responsible for the code violations; and

WHEREAS, the City of Palatka wishes to collect fines, fees, prosecution costs and abatement costs owed to the City of Palatka by all legal means; and

WHEREAS, the City of Palatka wishes to use the uniform method to impose and collect non-ad valorem assessments against properties on which violations of City of Palatka Code occur or have occurred as allowed by Florida Statute 197.3631 and prescribed in Florida Statute 197.3632; and

WHEREAS, the City of Palatka in its entirety, as its boundaries exist on the effective date of this adoption of this ordinance and as they may be expanded or contracted from time to time, is declared a special-assessment district for the purpose of collecting unpaid costs and expenses incurred by the City for lot clean-up. A legal description of the City is attached as Attachment A.

WHEREAS, this Ordinance amends the Palatka Municipal Code of Ordinances, Chapter 2, Article V, Code Enforcement Board, Division 1, Generally.

NOW, THEREFORE, BY IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA, AS FOLLOWS:

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

Section II: **That *Sec. 2-281, Definitions*, is hereby amended to read as follows:**

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

~~*Code inspector and Code enforcement officer mean the city manager or his designee*~~ means any designated employee or agent of the city whose duty it is to enforce codes and ordinances enacted by the city, as well as a city law enforcement officer as defined in this section; provided, however, nothing in this definition shall be construed to

authorize any person designated as a code enforcement officer, other than a law enforcement officer, to perform any function or duties of a law enforcement officer other than as specified. A code enforcement officer, other than a law enforcement officer, shall not make physical arrests or take any person into custody and shall be exempt from bonding, and the requirements of the criminal justice standards and training commission, as defined and required by general law.

Commission means the governing body of the city.

Enforcement board means the code enforcement board.

Section III That *Sec. 2-283, Jurisdiction*, shall be amended to read as follows:

The code enforcement board created by this article pursuant to F.S. Ch. 162 shall exist pursuant to the intent of that statute until and unless the city commission shall determine that such intent is not being implemented. The code enforcement board shall enforce and have jurisdiction of the following provisions of this Code:

- (1) Chapter 3, Adult Entertainment Establishments.
- (2) Chapter 6, Advertising.
- (3) Chapter 14, Animals.
- (4) Chapter 18, Buildings and Building Regulations.
- (5) Chapter 30, article II, Nuisances.
- (6) Chapter 30, article III, Junked Automobiles and Abandoned Property.
- (7) Chapter 30, article VI, Minimum Standards for Maintenance.
- (8) Chapter 46, article IV, Nuisances
- (9) Chapter 54, article III, Historic Districts.
- (10) Chapter 62, Signs.
- (11) Chapter 70, Streets, Sidewalks, and Other Public Places.
- (12) Chapter 78, article V, Occupational License Tax.
- (13) Chapter 86, Utilities.
- (14) Chapter 94, Zoning.

Section IV: That *Sec. 2-285, Enforcement procedures*, is hereby amended to read as follows:

- (a) *Initiation of enforcement proceedings.* It shall be the duty of the code enforcement officer ~~inspector~~ to initiate enforcement proceedings of the various codes over which the code enforcement board has jurisdiction pursuant to this ordinance. No board member shall have the power to initiate enforcement proceedings.
- (b) Notice of violation; request for hearing. If a violation of the codes is found, the code enforcement officer ~~inspector~~ shall notify the violator, unless subsection (c)

of this section applies, and give the violator a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the code enforcement officer ~~inspector~~ shall notify the enforcement board and request a hearing pursuant to the procedure in section 2-286. Written notice shall be mailed to the violator as provided in this division.

- (c) Emergencies. If the code enforcement officer ~~inspector~~ has reason to believe a violation presents a serious threat to the public health, safety ~~and or~~ welfare, and the normal procedure for noticing and citing a violation is not feasible, the code enforcement officer may issue a notice to the violator to appear before the code enforcement board at a designated time and place. ~~proceed directly to the procedure in section 2-286 without notifying the violator by the written notice and citation provided in subsection (b) of this section.~~

Section V: That Sec. 2-286, *Conduct of hearings*, shall be amended to read as follows:

- (a) *Calling of hearings.* The chairperson of the enforcement board may call hearings of the enforcement board, and hearings may also be called by written notice signed by at least three members of the enforcement board. The enforcement board at any hearing may set a future hearing date. The enforcement board should attempt to convene no less frequently than once every two months, but may meet more or less often as the demand necessitates.
- (b) *Minutes; hearings to be open to public; personnel.* Minutes shall be kept of all hearings by the enforcement board and all hearings shall be open to the public. The commission shall provide clerical and administrative personnel as may be reasonably required by the enforcement board for the proper performance of its duties.
- (c) *Presentation of cases.* Each case before the enforcement board shall be presented by the code enforcement officer ~~inspector~~. ~~or the City Attorney.~~
- (d) *Hearing of cases; testimony.* The enforcement board shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The enforcement board shall take testimony from the code enforcement officer ~~inspector~~, any other witnesses and alleged violator. Formal rules of evidence shall not apply; however, fundamental due process shall be observed and govern the proceedings.
- (e) *Decision; issuance of order; voting.* At the conclusion of the hearing, the enforcement board shall issue findings of fact and conclusions of law and shall issue an order affording the proper relief consistent with powers granted in this division. The findings shall be by motion approved by a majority of those present and voting, except that at least three members of the enforcement board must vote in favor of the action to be official.

- (f) Once the alleged violator(s) has been properly noticed as to the hearing before the board and if the violator(s) fails to appear, the board may proceed with a hearing on the merits of the alleged violation. Any findings or orders resulting from such hearing are valid and binding upon said violator(s) if a violation is found to exist.
- (g) Once the owner(s) of the property at which the alleged violation has occurred has been properly notified of the hearing before the board or special master and fails to appear, the board may proceed with a hearing on the merits of the alleged violation and any findings or orders are valid and binding against said owner(s).
- (h) If a corporation is either the violator or the owner of the property, notice as outlined herein shall be affected upon the designated registered agent. If the corporation is a foreign corporation that has failed to comply with F.S. § 48.091, notice shall be permitted to be served upon any employee at the corporation's place of business or any agent transacting business for it in this state.

Section VI. That *Sec. 2-288, Fines*, shall be amended to read as follows:

- (a) The code enforcement board, upon notification by the code enforcement officer ~~inspector~~ that an order of the code enforcement board has not been complied with by the set time, or upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the enforcement board for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code ~~inspector~~ enforcement officer. In addition, if the violation is a violation described in F.S. § 162.06(4), the code enforcement board ~~shall notify the city commission, which~~ may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section. If a finding of a violation or a repeat violation has been made as provided in this division, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, the code enforcement board finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as specified in subsection (b) of this section.
- (b) A fine imposed pursuant to this section shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (a) of this section. However, if the code enforcement board finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000.00 per violation. In determining the amount of the fine, if any, the enforcement board shall consider the following factors:
 - (1) The gravity of the violation;

- (2) Any actions taken by the violator to correct the violation; and
- (3) Any previous violations committed by the violator.

The enforcement board may reduce a fine imposed pursuant to this section.

- (c) A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this division shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the city commission, and the city commission may execute a satisfaction or release of lien entered pursuant to this section. After three months from the filing of any such lien which remains unpaid, the enforcement board may authorize the city attorney to foreclose on the lien. No lien created pursuant to the provisions of this division may be foreclosed on real property which is a homestead under Section 4, Article X of the state constitution.
- (d) No lien provided under the Local Government Code Enforcement Boards Act (F.S. § 162.01 et seq.) shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. In an action to foreclose on a lien, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the foreclosure. The city commission shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

Section VII: That Sec. 2-28, Appeals; other enforcement methods, shall be amended to read as follows:

- (a) An aggrieved party, including the city, may appeal a final administrative order of the enforcement board to the circuit court of the county. An appeal shall be filed within 30 days of the execution of the order. Regardless of the outcome of the appeal, each party shall pay their own respective costs and attorney's fees as incurred in prosecuting and/or defending the appeal.

- (b) Nothing contained in this article shall prohibit the city from enforcing its codes by any other means. It is the intent of this article to provide an additional or supplemental means of obtaining compliance with city codes.

Section VIII: That a new section entitled *Assessments for code violations* shall be added to read as follows:

- (a) Establishment of special assessment district.
The City of Palatka in its entirety, as its City boundaries exist on the date of enactment of this section and as they may be expanded or contracted from time to time, is hereby declared a special assessment district for the purposes of abating and remedying violations of City of Palatka Code. Individual properties within the City's boundaries, as they may exist from time to time, may be assessed for the costs incurred by the City in abating and remedying violations of City of Palatka Code
- (b) Levy of non-ad valorem assessments. There is hereby levied, and the City Commission is authorized to levy from time to time, a non-ad valorem assessment against each and every property in the City: on which there occurs or has occurred a violation of City of Palatka Code on which the City undertakes or has undertaken action to abate and/or remedy the violation and, thereby, incurs or has incurred costs; and the property owner of the property fails or refuses, or has failed or refused, for whatever reason, to pay timely the amount owed to the City under this section for the costs incurred by the City in carrying out such abatement and remedy and any associated fines and fees.
- (c) Collection of non-ad valorem assessments.
The City Commission elects to use the uniform method to impose and collect non-ad valorem assessments against properties on which violations of City of Palatka Code occur or have occurred. The non-ad valorem assessments collected pursuant to this section will be included in the combined notice for ad-valorem taxes and non-ad valorem assessments as provided in F.S. § 197.3635. Non-ad valorem assessments collected pursuant to this section are subject to all collection provisions in F.S. § 197.3632, including provisions relating to discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for nonpayment.
- (1) Agreement to reimburse the Putnam County Property Appraiser and the Putnam County Tax Collector.
In order to use the uniform method for the levy, collection, and enforcement of the non-ad valorem assessments, the City is authorized to enter into a written agreement with the Putnam County Property Appraiser and the Putnam County Tax Collector providing for the reimbursement of

their costs incurred in the administration and collection of the non-ad valorem assessments levied under this section.

(2) Adoption of a resolution.

The City will comply with all statutory notice prerequisites set forth in F.S. § 197.3632. The City Commission will adopt a resolution at a public hearing prior to January 1, 2014 in accordance with F.S. § 197.3632(3), which resolution shall state the following:

- a. The City's intent to use the uniform method of collecting non-ad valorem assessments.
- b. The City's need for the imposition of the non-ad valorem assessments.
- c. The entire City is declared a special assessment district, with individual properties being subject to the non-ad valorem assessment from time to time if and when violation of City of Palatka Code occur.

(3) Annual non-ad valorem assessment roll.

Each year, the City Commission will approve a non-ad valorem assessment roll at a public hearing between January 1 and September 15. The non-ad valorem assessment roll will be comprised of properties that have had levied against them non-ad valorem assessments under this section, and such assessments have not otherwise been paid in full prior to approval on the roll.

- a. The City Manager, or his/her designee, is authorized and directed each year to prepare the notice that must be sent by first class United States mail, as required by F.S. § 197.3632(4)(b).
- b. The notice to be sent by first class United States mail will be sent to each person owning property that will be on the non-ad valorem assessment roll and will include the following: (i) the purpose of the assessment; (ii) the total amount to be levied against the parcel, which includes the actual cost incurred by the City; (iii) a statement that failure to pay the assessment will cause a tax certificate to be issued against the property, which may result in a loss of title; (iv) a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; (v) the date, time, and place of the hearing.
- c. Upon its approval by City Commission, the non-ad valorem assessment roll will be certified to the tax collector as required by law.

Section IX. That all other sections or portions of Chapter 2, Article V, Division 1 that are not specifically herein amended shall be and remain the same.

Section X. That all sections and/or subsections of Chapter 2, Article V, Division 1 of the Palatka Municipal Code be renumbered accordingly to accommodate the changes described in this Ordinance, if necessary.

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

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

Section XIII. That this ordinance shall take effect upon its passage as provided by law.

Section XIX. That a copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka on second reading this 14th day of November, 2013.

CITY OF PALATKA

By: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney