

ROBERTA M. CORREA
MAYOR - COMMISSIONER

ANNIE H. DAVIS
COMMISSIONER

JUSTIN R. CAMPBELL, SR.
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



MARCIA G. CARTY, CPA, CGFO
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

KAREN HAYES, MMC
CITY CLERK

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT

CHANTEL PIERRE
FINANCE DIRECTOR

AGENDA
CITY COMMISSION MEETING
March 12, 2026 at 6:00 PM

1. CALL TO ORDER

- a. Invocation
- b. Pledge of Allegiance
- c. Roll Call

2. APPROVAL OF MINUTES

- a. February 26, 2026

3. CITY MANAGER AND ADMINISTRATIVE REPORTS

- a. Annexation Update
- b. City Manager Report

4. PUBLIC COMMENTS

- a. **Public Comments** - (Speakers limited to three minutes - no action taken on items)
- b. **Commission and Staff Response**

5. CONSENT AGENDA

- a. **Adopt Resolution 2026-R-34** Recognizing the week beginning March 15, 2026, as "National Safe Place Week"
- b. **Adopt Resolution 2026-R-35** Authorizing the Palatka Police Department to apply for a 100% funded DOT Grant
- c. **Adopt Resolution 2026-R-36** Authorizing Emergency Repairs Sanitation Truck & Budget Amendment
- d. **Adopt Resolution 2026-R-37** Approving the Recommendations of the Palatka Audit Selection Committee
- e. **Adopt Resolution 2026-R-38** Authorizing the acceptance of a \$4,932,396 grant from FDOC for the WWTP headworks
- f. **Adopt Resolution 2026-R-39** Authorizing the purchase of real property located at 225 N. 2nd St, Palatka, also known as the "Liberty Church" property for \$175,000.
- g. **Adopt Resolution 2026-R-40** Authorizing the acceptance of a \$286,822 FDOT grant for the Construction of Transient Aircraft Parking Apron
- h. **Adopt Resolution 2026-R-41** Approve Amendment 5 to SRF Loan Agreement DW540250 Extending Deadline to September 15, 2027
- i. **Release of Lien** - 1315 Laurel Street - Principal Partners LLC

- j. **Appoint Melissa Miller** to the Airport Advisory Board.
- k. **Adopt Resolution 2026-R-43** Resolution Approving Budget Transfer for Splash Pad Project of \$110,000.

6. REGULAR BUSINESS

- a. Recess for 10 minutes at 7:30 PM.
- b. Team Building
- c. Vacation Policy - Revision

7. PUBLIC HEARINGS

- a. **Second Reading: Adopt Ordinance 2026-18** AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE PALATKA MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR PUBLIC MURALS; PROVIDING DEFINITIONS, PURPOSE, PERMIT REQUIREMENTS, DESIGN REVIEW, MAINTENANCE STANDARDS, LONG-TERM CARE, AND REMOVAL/RESTORATION PROCEDURES; PROVIDING FOR ENFORCEMENT, PENALTIES, SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.
- b. **First Reading: ORDINANCE 2026-19** AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, REVISING THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA, BY PROVIDING FOR AN UPDATE TO THE BENEFITS PAYABLE TO FIREFIGHTER PENSION RETIREES; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR PUBLICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.
- c. **First Reading: Ordinance 2026-22:** AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, CALLING AND PROVIDING FOR A REFERENDUM ELECTION FOR SUBMISSION TO THE ELECTORS OF THE CITY OF PALATKA OF PROPOSED AMENDMENTS TO THE CITY CHARTER PURSUANT TO SECTION 166.031, FLORIDA STATUTES; PROVIDING BALLOT TITLES AND BALLOT SUMMARIES FOR PROPOSED CHARTER AMENDMENTS; PROVIDING FOR THE ELECTION DATE, FORM OF BALLOT, NOTICE, AND ADMINISTRATION OF THE ELECTION BY THE PUTNAM COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AN EFFECTIVE DATE, AND SCRIVENER'S ERRORS.

8. COMMISSIONER COMMENTS

9. ADJOURN

Upcoming Events Thursday: March 12, 2026, Regular Commission Meeting 6:00 p.m. Tuesday: March 17, 2026, Special Magistrate 1:30 p.m. March 18, 2026, Workshops: Develop policy regarding staff and elected official relations and Develop Board Governance standards Monday: March 23, 2026, CRA Meeting 5:00 p.m. Thursday, March 26, 2026, Regular Commission Meeting 6:00 p.m.	Board Vacancies Airport Advisory Board — 3 vacancies Board of Zoning Appeals — 3 vacancies Planning Board — 3 vacancies Tree Committee — 1 vacancy
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Regular meetings 2nd and 4th Thursdays of each month at 6:00 PM

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City Commission Minutes **February 26, 2026, at 6:00 PM**

Invocation

Invocation was led by Pastor Mulberry

Pledge of Allegiance

Pledge of Allegiance was led by Commissioner Davis.

Roll Call

Commissioner Campbell, Commissioner Jones, Commissioner Borom, Commissioner Davis, and Mayor Correa were all present.

Approval of Minutes - February 12, 2026

Commissioner Campbell moved to approve February 12, 2026, minutes. Commissioner Davis seconded the motion which passed unanimously.

Public Recognition/Presentations

Employee of the Month

Ms. Jones announced two employees of the month and asked Mr. McNair to speak about the two employees. Thomas Jusino and James Keeler. Mr. McNair explained the outstanding job they both do at the airport.

Legislative Update - Becker & Poliakoff

Latoya Sheals from Becker & Poliakoff explained the legislative update to the commission and the mayor. She explained there are 85 bills out of 1800 that were filed and passed the House and 86 bills that have passed the Senate.

Charter Review Committee Final Report Presentation- Mr. Hill, Ms. Wise, Ms. Kitchens, Ms. Rion, Mr. Shuler, Ms. Jackson, Ms. Parker-Flanders, Mr. Dolan, Ms. Svetlik, Mr. Norwood, Ms. Ellington, and Mr. Davis.

Mr. Hill represented the Charter Review Committee and presented the final report to the Commissioners. He explained the committee's purpose, the work completed, and noted that the project spanned two years. He also reviewed the changes that were made.

Attorney West provided the Commission with the relevant dates and deadlines. She explained that at the next Commission meeting, the Commissioners will need to decide which referendums they want to keep and place on the November ballot, and which ones to remove. She further

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FAX: 386-329-0106

stated that once the Commission makes its decisions, the City will draft an ordinance for adoption.

Ms. West emphasized the importance of conducting community outreach to explain the proposed charter changes that will appear on the ballot. She also noted that the Charter Review Committee has agreed to participate in those outreach efforts.

Commissioner Campbell stated that the Commission will enter the upcoming meeting as a collective unit with clear direction.

Ms. West concluded by reminding the Commission that there is an April deadline to submit the final materials to the Supervisor of Elections Office

City Manager and Administrative Reports

Fire Department update on Ladder Truck

Chief Taylor gave his report to the commission and presented the new Ladder Truck. He stated that the ladder truck is going to be useful in so many ways. The commission took a five minute break so they could view the new truck outside.

Financial Report - January 2026

Ms. Pierre gave her financial report to the commission. Commissioner Borom made a comment about the Golf Course losing money back in 2014. He also stated in 2016-2017 the commissioner voted on to go private at that point the commission came up with a public private partnership. Commissioner Borom also stated if the Golf Course is losing money then we need to address that.

Commissioner Jones stated he likes the concept, but he would like a year to date as well.

Commissioner Davis asked if the Airport Fund has its own account. Ms. Pierre answered yes, on the ledger the airport is colling and how much the expenses are.

Commissioner Campbell recommended placing Finance on the agenda for the allotted time for her to explain the process.

City Manager Report

Ms. Carty gave her report to the commission and highlighted a few items.

Discussion/Direction

Grievance Policy

HR Manager, Virginia Jones presented the grievance policy to the commission.

Vote: Commissioner Campbell moved to approve the grievance policy. Commissioner Borom seconded the motion which passed unanimously.

Workshop Meetings: March 11th, 5:00 p.m. Develop policy regarding staff and elected-official relations. March 18th, 5:00 pm Develop Board Governance standards

City Clerk Karen Hayes explained there are a lot of meetings coming up with the budget season starting next month.

After discussion the Commission decided to do both develop policy regarding staff and elected-official relations and Develop Board Governance standards on March 18th, 2026 at 5:00 p.m.

Team Leadership Venue/Date

Ms. Jone spoke about last year's venue and is asking the commission for a suggested venue and date.

After a brief discussion the commission asked for Ms. Jones to come back with some options and dates so they can decide on where and when to have a Team Leadership Day.

Assistant City Manager

Ms. Carty explained the duties of a General Service Manager and an Assistant City Manager. She also explained the City Manager does allow for a succession plan, but the cost is \$22-\$26 more than a General Service Director.

After discussion the Commission decided to hold on to this position until the Operational Audit was completed.

Vote: Commissioner Campbell moved to table this item until the operational audit was completed. Commissioner Davis seconded the motion which passed unanimously.

Public Comments

Ms. Kitchens spoke on about the time allotted for citizens to speak and requested 5 minutes.

Ms. Garris spoke about the projects that are happening in the city. She recommended having a budget line for the Landscape Maintenance Committee.

Mr. Claunch spoke about his public records request on the cemetery.

Mr. Sheffield spoke about property taxes and getting to where the city wants to be.

Commission and Staff Response

Ms. Carty gave feedback on the comment from Mr. Sheffield and stated in prior commission meeting the city gave some information on ad valorem taxes and the impact, if we lost the ad valorem taxes representing 25% of general funds and 10% operating budget.

Mr. Verrechio gave feedback on Mr. Claunch's concern about the cemetery and expressed that there is water there, but the line is thin that there wouldn't sustain and kind of irrigation system. Commissioner Campbell would like to get to the bottom of it for his end goal because this has been going on long enough. Ms. Carty stated she would get to the bottom of it.

Consent Agenda

Resolution 2026-R-21 Granting approval to hire R&M Service Solution, Resolution 2026-R-25 granting a special events permit to Lee all Jr. for the Welcome Home Birthday Bash which will be held on 04/25/2026 at Booker Park Pavilion, Resolution 2026-R-26 granting a special events permit to Mike Underwood of The Invitational LLC for The InvitationNIL fishing tournament, Resolution 2026-R-27 granting a special events permit to Becky Williams of Kawanis for the Kiwanis Club of Azalea City Bass Tournament, Resolution 2026-R-28 granting a special events permit to Paul Hamilton for the annual Wolfson Children's Bass Tournament which will be held May 15th and 16th 2026, Resolution 2026-R-29 granting a special events permit to Donna Mohr for the 72nd annual Mug Race, which will be May 2nd 2026, Resolution 2026-R-31 Establishing a Public Arts Advisory Committee, Resolution 2026-R-30 Authorizing funds for S.C.A.D.A (Supervisory Control And Data Acquisition), to AutoLogic LLC in the amount of \$505,000 (100% City funded capital project) Purchase and Installation of the new Scada System, \$505,000 Capital Project paid for by the city which has been budgeted, Resolution 2026-R-33 Establishing a standing cold weather shelter policy Appoint Sara Maxfield to the Airport Advisory Board, Appoint Vin Webster to the Airport Advisory Board

Vote: Commissioner Davis moved to approve the consent agenda except for A, B, G, J, K. Commissioner Borom seconded the motion which passed unanimously.

A: Mr. Higginbotham spoke about the resolution 2026-R-21. He stated the valve was broken and partially closed which means the water plant must work harder to push out the same amount of water.

Vote: Commissioner Davis moved to approve consent agenda item A. Commissioner Borom seconded the morion which passed unanimously.

B: This item was pulled by mistake.

Vote: Commissioner Davis moved to approve Resolution 2026-R-25. Commissioner Jones seconded the motion which passed unanimously.

G. Ms. West explained this resolution was a request from the CRA Board. Ms. West also stated it was the discussion that the CRA Board and the Commission shouldn't be unilaterally making decisions on the public art projects now that you have transferred funds, and a committee should be established.

Public Comment

Ms. Duke would like a workshop on this item because there are 3 active art leagues or groups here in town.

Ms. Kitchens asked for this item to be tabled and hold a public workshop.

Ms. West explained that the Ordinance and the Resolution are not the same item, one is for Murals and the other is to establish a board.

Vote: Commissioner Davis moved to approve Resolution 2026-R-31 as presented except for the change of one art student and one general community member. Commissioner Borom seconded the motion which passed unanimously.

J. and K: Commissioner Davis stated the reason why she pulled these two items because she felt there needed to be an opportunity to ask the applicants questions like why they want to be on board and if they understand the responsibility. Mr. McNair explained that he knows both applicants and stated they have been with the airport for a long time and know their full responsibilities.

Vote: Commissioner Davis moved to approve items J and K to appoint Sara Maxfield and Vin Webster to the airport advisory board. Commissioner Borom seconded the motion which passed unanimously.

Regular Business

City Commission: City Manager evaluation conclusion

After a discussion by the Commission, it was decided to make a motion

Vote: Commissioner Davis moved to accept the update letter, the second letter, to place in the city manager's file. Commissioner Campbell seconded the motion for discussion.

Discussion: After discussion the two letters that were in the original packet were the same letter. Commissioner Davis withdrew her motion because the commission did not have access to the information needed to make a vote tonight.

Public Hearings

Second Reading: Ordinance 2026-15 AN ORDINANCE OF THE CITY PALATKA ADOPTING; APREAPPROVED EXTERIOR COLOR PALATTE FOR PROPERTIES LOCATED WITHIN DESIGNATED HISTORIC DISTRICTS; ADOPTING HISTORICALLY APPROPRIATE COLORS ORGANIZED BY ARCHITECTURAL STYLE AND PERIOD; PROVIDING FOR ADMINISTRATION, INTERPRETATION, AND ENFORCEMENT BY THE CITY OF PALATKA HISTORIC PRESERVATION BOARD AND PLANNING DEPARTMENT; PROVIDING FOR SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

Vote: Commissioner Campbell moved to approve Ordinance 2026-15. Commissioner Davis seconded the motion which passed unanimously.

Second Reading: Ordinance 2026-16 General Employee Pension Ordinance AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, REVISING CHAPTER 2, DIVISION 4 OF THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA, ENTITLED GENERAL

EMPLOYEES RETIREMENT; AMENDING SECTION 2-173 – FORMS OF PAYMENT OF PENSION; CREATING LUMP SUM BENEFIT OPTIONS; REVISING CHAPTER 2, DIVISION 6 OF THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA, ENTITLED FIREFIGHTERS’ RETIREMENT PLAN; AMENDING SECTION 2-243 – FORMS OF PAYMENT OF A PENSION; CREATING LUMP SUM BENEFIT OPTIONS; REVISING CHAPTER 2, SECTION 7 OF THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA, ENTITLED POLICE OFFICERS’ RETIREMENT PLAN; AMENDING SECTION 2-250.200 – FORMS OF PAYMENT OF A PENSION; CREATING LUMP SUM BENEFIT OPTIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AUTHORITY TO CODIFY; AND PROVIDING AN EFFECTIVE DATE.

Vote: Commissioner Campbell moved to approve Ordinance 2026-16. Commissioner Jones seconded the motion which passed unanimously.

First Reading: Adopt Ordinance 2026-18 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE PALATKA MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR PUBLIC MURALS; PROVIDING DEFINITIONS, PURPOSE, PERMIT REQUIREMENTS, DESIGN REVIEW, MAINTENANCE STANDARDS, LONG-TERM CARE, AND REMOVAL/RESTORATION PROCEDURES; PROVIDING FOR ENFORCEMENT, PENALTIES, SEVERABILITY, SCRIVENER’S ERRORS, AND AN EFFECTIVE DATE.

Ms. West spoke about the ordinance to the commission and explained the ordinance is with some guidance without violating the First Amendment Right.

Public Comment

Ms. Kitchens requested to table this Ordinance until you can advertise as on the radio stations, send a letter to the Art groups. She also stated none of them were aware of this ordinance.

Vote: Commissioner Davise moved to approve Ordinance 2026-18. Commissioner Campbell seconded the motion which passed 4-1 with Commissioner Jones dissenting.

Second Reading: Request to Annex, and Rezone 500 Browning Av. & 201 N HWY 17 ORDINANCE NO. 2026-09 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT PROPERTY IDENTIFIED AS PARCELS 01-10-26-0250-0200-0000 AND 01-10-26-0250-0220-0050, BAILEYVILLE S/D MB2 P11 ALL OF BLKS 20+21 (EX OR314P1996) +PT OF CLOSED BAY ST OR1795 P970 RESO 2025- 003 AND BAILEYVILLE S/D MB2 P11 BLK22 LOTS 5 6 (EX HWY) +THAT PART OF CLOSED HOLLY AVE, THAT LIES OUTSIDE OF THE CITY LIMITS OF PALATKA, 500 BROWNING AVENUE AND 201 NORTH HIGHWAY 17, PALATKA, FLORIDA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; PROVIDING FOR SCRIVENER’S ERRORS; AND PROVIDING AN EFFECTIVE DATE. ORDINANCE NO. 2026-11 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM PUTNAM COUNTY COMMERCIAL, RETAIL (C-2) AND RESIDENTIAL MIX (R-2) TO CITY OF PALATKA INTENSIVE COMMERCIAL (C-2), BAILEYVILLE S/D MB2 P11 ALL OF BLKS 20+21 (EX OR314P1996) +PT OF CLOSED BAY ST OR1795 P970 RESO 2025-003 AND BAILEYVILLE S/D MB2 P11 BLK22 LOTS 56 (EX HWY) +THAT PART OF CLOSED HOLLY AVE, THAT LIES OUTSIDE OF THE CITY LIMITS OF PALATKA, PARCELS 01-10-26-0250-0200-0000 AND 01-10-26-0250-0220-0050 , CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA, FOR THE PROPERTIES LOCATED AT

500 BROWNING AVENUE AND 201 NORTH HIGHWAY 17, PALATKA, FLORIDA 32177; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Vote: Commissioner Campbell moved to approve Ordinances 2026-9 and 2026-11. Commissioner Davis seconded the motion which passed unanimously.

Second Reading: Request to Annex, and Rezone 3129 Reid St.

ORDINANCE NO. 2026-12 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT PROPERTY IDENTIFIED AS PARCEL 01-10-26-8650-0060-0100, SIMPKINS OF SIMPKINS MB2 P31, PT OF BLK 6+PT OF BLK 17, OF BAILEYVILLE OR79 P5(EX OR, 156 P334 RD), 3129 REID STREET, PALATKA, FLORIDA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. ORDINANCE NO. 2026-14 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM PUTNAM COUNTY COMMERCIAL, NEIGHBORHOOD (C-1) TO CITY OF PALATKA INTENSIVE COMMERCIAL (C-2), SIMPKINS OF SIMPKINS MB2 P3 I, PT OF BLK 6+PT OF BLK 17, OF BAILEYVILLE OR79 P5(EX OR, 156 P334 RD)_FOR THE PROPERTY LOCATED AT 3129 REID STREET, PALATKA, FLORIDA 32177, PARCEL O 1-10-26-8650-0060-0100; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Vote: Commissioner Campbell moved to approve Ordinances 2026-12 and 2026-14. Commissioner Davis seconded the motion which passed unanimously.

Appeal to City Commission, Demolition of Chimney, HBP case 25-38 120 Kirkland Street

Discussion: Mr. Aghemo explained the history of the case. Ms. Hayes swore in the Plaintiff. Ms. West explained the nature of the case and stated the city has no witnesses.

Vote: Commissioner Campbell moved to approve the appeal on the demolition of the chimney because it is not the original structure. Commissioner Jones seconded the motion which passed 4-1 with Commissioner Borom dissenting.

COMMISSIONER COMMENTS

Commissioner Jones asked about the status of hiring a records filing person for Ms. Carty. Ms. Carty stated she has not hired anyone to do that yet.

Commissioner Jones also asked about the Baileyville area and would like an update on that area. Ms. Carty stated she would prefer to give an updated next meeting on that subject.

Commissioner Borom spoke about the litter in the Baileyville area as well as low flying airplanes.

Commissioner Campbell stated it is almost three months for another joint meeting with the County and would like to get a handle on what needs to be discussed.

ADJOURN

CITY MANAGER REPORT

March 12, 2026





ITEMS

- I. Organizational Chart update
- II. Ad Valorem Analysis
- II. Vacant Lots
- III. Joint City/County update



ORGANIZATIONAL CHART

See Attached

CITY OF PALATA AD VALOREM RECEIPTS AND CONTRIBUTION TO PUBLIC SAFETY COST

Fiscal Years	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025	Average
	(Audited)	(Audited)	(Audited)	(Audited)	(Unaudited)	
General Fund Revenues						
Advalorem Revenue	\$2,772,185	\$2,937,486	\$ 3,203,540	\$3,862,638	\$4,035,718	\$3,362,313
Fire Assessment Fees	\$1,479,162	\$1,566,214	\$ 1,642,710	\$1,906,364	\$2,106,973	\$1,740,285
Interfund Contributions/Transfers	\$1,582,022	\$1,744,548	\$ 1,595,608	\$2,372,351	\$2,846,785	\$2,028,263
Grants, Fees, & Other Revenues	\$7,913,174	\$9,032,517	\$6,291,519	\$7,669,321	\$7,112,734	\$7,603,853
Total Revenues	\$13,746,542	\$15,280,765	\$ 12,733,377	\$15,810,674	\$16,102,210	\$14,734,714
Public Safety Cost						
Police Department	\$3,499,445	\$3,527,868	\$3,741,193	\$5,073,206	\$5,713,180	\$4,310,978
Fire Department	\$2,419,587	\$2,821,694	\$3,296,803	\$3,195,912	\$4,023,430	\$3,151,485
Reduced by Fire Assessment Fees	-\$1,479,162	-\$1,566,214	-\$1,642,710	-\$1,906,364	-\$2,106,973	-\$1,740,285
Net Fire Department	\$940,425	\$1,255,479	\$1,654,094	\$1,289,548	\$1,916,457	\$1,411,201
Police & Fire Departments	\$4,439,870	\$4,783,348	\$5,395,287	\$6,362,754	\$7,629,637	\$5,722,179
Subsidized by Ad Valorem Revenue	-\$2,772,185	-\$2,937,486	-\$3,203,540	-\$3,862,638	-\$4,035,718	-\$3,362,313
Supported by Other Revenues	\$1,667,685	\$1,845,862	\$2,191,747	\$2,500,116	\$3,593,919	\$2,359,866
Ad Valorem % of Total General Fund Revenues	20%	19%	25%	24%	25%	23%
Ad Valorem Revenue % of Public Safety Cost	62%	61%	59%	61%	53%	59%

III. VACANT LOTS

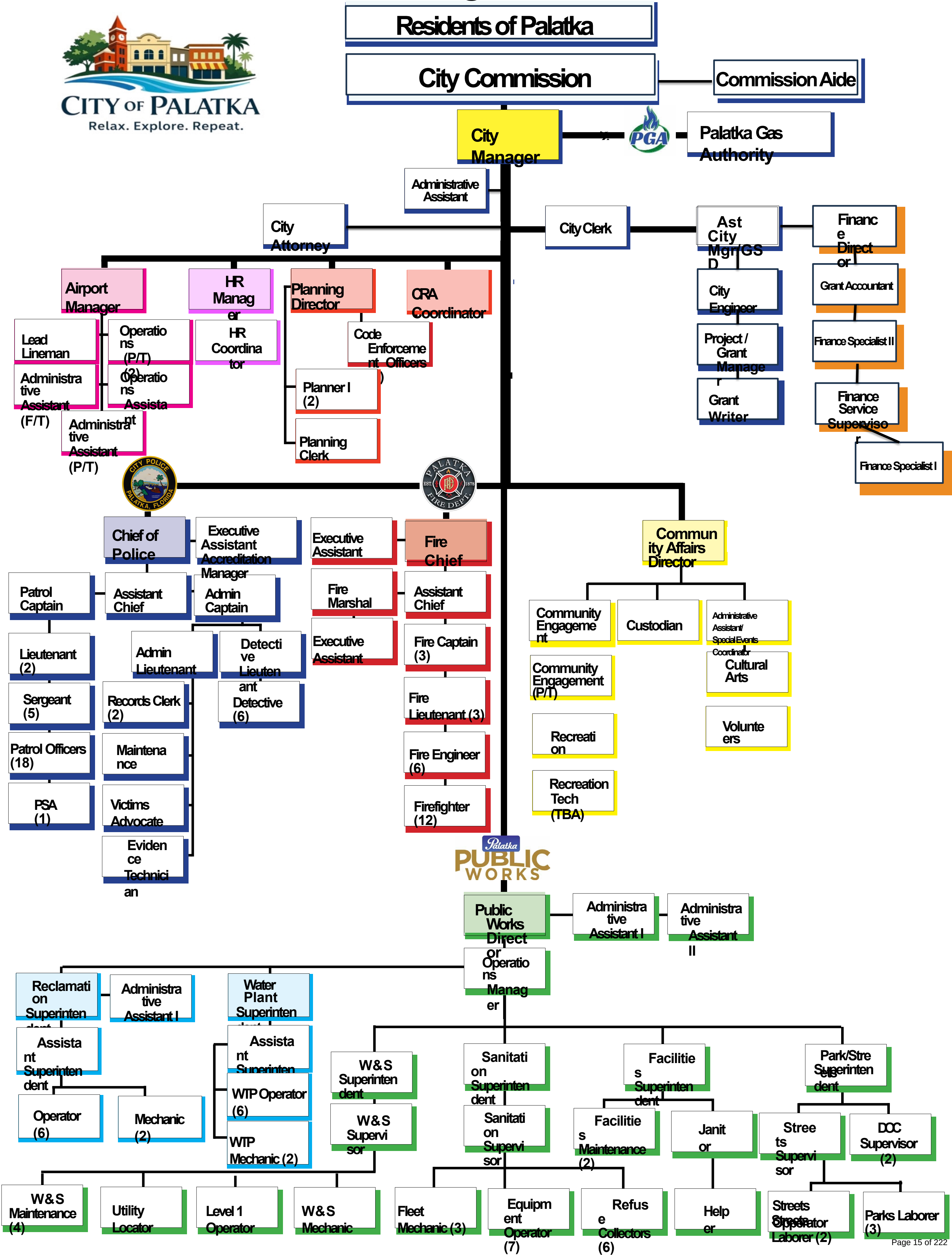
- The total number of city-owned vacant lots approximate one hundred eighteen (118) lots. Of which, 41 are preliminarily determined as potential redevelopment, 31 have limited opportunity for development, and 46 lots are considered non-developable. There were also 11 lots which were adopted as available for Affordable Housing under the Live Local Act, Florida Statue 166.04151.
- The City staff is currently assessing the list of lots to determine the highest usage. This subject will be further addressed in a workshop setting.

IV. JOINT CITY/COUNTY UPDATE



Staff has begun the process of working with the County staff to follow up on the recommendations and suggestions made at the meeting in January 2026. The plan is to have a joint meeting in March 2026.

Personnel Organizational Chart



RESOLUTION 2023-R-237

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF PALATKA ADOPTING A LIST OF SURPLUS
PROPERTIES AS DESIGNATED AREAS AVAILABLE FOR
AFFORDABLE HOUSING UNDER THE LIVE LOCAL ACT,
FLORIDA STATUTE 166.04151; AND PROVIDING FOR
SCRIVENER'S ERRORS**

WHEREAS, the City of Palatka (hereinafter referred to as "City") owns certain real properties that are no longer needed for public purposes;

WHEREAS, the City Commission of the City has determined that these surplus properties should be made available for economic development purposes in accordance with the Live Local Act, Florida Statute 166.04151;

WHEREAS, the Live Local Act allows municipalities to designate areas available for economic development and provide incentives to encourage local business growth and job creation.

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

Section 1: Adoption of List of Surplus Properties

The City Commission hereby adopts the list of surplus properties identified in Exhibit "A" attached hereto, which are located within the City's jurisdiction, as designated areas available under the Live Local Act, Florida Statute 166.04151.

Section 2: Purpose

The purpose of designating these surplus properties as available under the Live Local Act is to promote economic development, stimulate job creation, and encourage local business growth within the City.

Section 3: Effective Date

This resolution shall take effect immediately upon adoption.

Section 4: Scrivener's Errors

The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of October 2023.



ATTEST

CITY CLERK

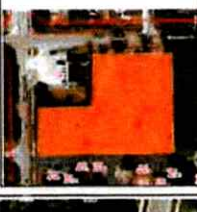
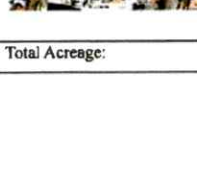
APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

CITY OF PALATKA

By: MAYOR

Exhibit "A"

	Parcel ID	Acreage	Zoning	LU	Improved	Vacant	Address or Legal
	42-10-27-6850-1980-0602	0.28	R-3	RH		Y	DICKS MAP OF PALATKA MB2 P46, BLK 198 S 80FT OF LOT 6
	42-10-27-6850-1980-0300	0.12	R-3	RH		Y	DICKS MAP OF PALATKA MB2 P46, BLK 198 LOT 3
	42-10-27-6850-2250-0011	0.68	R-3	RH		Y	DICKS MAP OF PALATKA MB2 P46, BLK 225 E LY 2FT OF W LY 42FT, OF LOTS 1 + 2, LOTS 3 4 +, W LY 90FT OF LOT 5 + W LY, 50FT OF LOTS 8 9
	42-10-27-6850-2260-0010	1.19	R-1AA	RL		Y	DICKS MAP OF PALATKA MB2 P46, BLK 226 LOTS 1 2 3 4 10 11 12
	13-10-26-0000-0720-0030	1.68	R-1AA	RL	Y		2315 EDGEMOOR ST PT OF NW1/4 OF NW1/4 OF SE1/4, OR403 P456 (PLAY GROUNDS AT, COLLEGE ARMS APTS)
	42-10-27-6850-1990-1500	1.12	C-2	COM		Y	424 N 11th St PALATKA MERWIN + GINNS S/D, MB2 P38 BLK 199 LOT 15
	42-10-27-6850-1990-1600	0.12	C-2	COM		Y	408 N 11th St PALATKA MERWIN + GINNS S/D, MB2 P38 BLK 199 LOT 16
	42-10-27-6850-1610-0011	1.03	DB	COM		Y	DICKS MAP OF PALATKA MB2 P46, S1/2 OF BLK 161
Total Acreage:		6.22					

RESOLUTION NO. 2026-R-34

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING
APPROVAL FOR RECOGNIZING THE WEEK BEGINNIG MARCH 15
2026 AS “ NATIONAL SAFE PLACE WEEK”**

Whereas the youth of Palatka, FL will determine the future strength of our country and be the bearers of our democracy;

Whereas youth need a safe haven from various negative influences, such as child abuse, substance abuse, depression, and crime, and youth need readily available resources to assist them when faced with circumstances that compromise their safety;

Whereas the Safe Place program is committed to protecting the youth of Palatka, FL by offering access to immediate help and safety for young people seeking assistance and guidance;

Whereas, designated locations where youth can get information and immediate help, Safe Place is found at businesses, such as restaurants, convenience stores, movie theaters, and community buildings such as fire stations, libraries and public transportation vehicles;

Whereas the success of Safe Place is based on public/private collaborations between businesses, school systems, fire departments, law enforcement, and a network of volunteers;

Whereas Palatka, FL needs increased numbers of community volunteers serving as mentors and positive influences on young people;

Whereas the Safe Place program must meet performance standards, relative to outreach and community relations, to receive direct federal assistance as set forth in the Runaway and Homeless Youth Act (42 U.S.C. 5701 et seq.);

Whereas more than 1,700 communities in 40 states administer the Safe Place program at more than 20,000 locations;

Whereas more than 409,599 youths have been helped at a Safe Place location or received counseling by phone because of Safe Place information received at school;

Whereas since program inception in 1983, more than 18 million youth have been educated through National Safe Place Network’s Safe Place outreach efforts, familiarizing them with the Safe Place sign and providing them with information about how to seek help to stay safe;

Whereas increased awareness will encourage more communities to establish Safe Place locations where youth can readily access the help they need. Now, therefore, be it

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF PALATKA, FLORIDA:

- (1) recognizes the week of March 15 through March 21, 2026, as “National Safe Place Week”; and
- (2) calls upon the people of Palatka, FL and interested groups to--
 - (A) promote awareness of, and volunteer involvement in, the Safe Place program; and
 - (B) observe the week with appropriate ceremonies and activities.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 12th day of March 2026

CITY OF PALATKA, FLORIDA

By: _____
Mayor: Roberta Correa

ATTEST:

CITY CLERK: Karen Hayes, FCPC

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY: Jane West ESQ.

Adopt Resolution 2026-R-35 Authorizing the Palatka Police Department to apply for a 100% funded DOT Grant

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE PALATKA POLICE DEPARTMENT TO APPLY FOR A 100% FUNDED GRANT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, IN THE AMOUNT OF \$103,500.00 TO BE UTILIZED FOR THE PURCHASE OF SPEED ENFORCEMENT EQUIPMENT

STAFF REPORT

DATE: March 12, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Adopt a Resolution authorizing the Palatka Police Department to apply for a 100% funded Department of Transportation grant.

BACKGROUND

According to the Florida Department of Transportation's (FDOT) Fiscal Year 2027 Highway Safety Matrix, the City of Palatka ranks 33 out of 121 jurisdictions for speed and aggressive driving related serious injuries or fatalities. Palatka reinstated their traffic unit in an effort to combat the influx of traffic and speed complaints , in an attempt to make the roadways of the city safer. While these enforcement efforts have contributed to improved roadway safety, continued education and consistent enforcement of state speed and aggressive driving laws remain critical to reducing severe crashes within city limits.

PROJECT ANALYSIS

Palatka contains four major roadways—State Road 100 (Reid Street), U.S. Highway 17 (SR 15), State Road 19, and State Road 20. These corridors bring substantial traffic into and out of the city. SR 100 was recently identified as a high-risk and dangerous highway segment, particularly the two-mile stretch between Carraway and Bardin Road. State Road 19 and State Road 20 are also considered high-risk routes within Putnam County.

Traffic data supporting this assessment is provided below.

Supporting Data:

2024:

Total speeding citations: 60

Total overall citations: 722

Total crashes: 716

Total crashes with fatalities: 1

Total crashes with injuries: 24

2023:

Total speeding citations: 71

Total overall citations: 1,172

Total crashes: 755

Total crashes with fatalities: 0

Total crashes with injuries: 27

2022:

Total speeding citations: 148

Total overall citations: 736

Total crashes: 739

Total crashes with fatalities: 1

Total crashes with injuries: 6

Staff Recommendation

Adopt Resolution

ATTACHMENTS

1.	2026 Speed and Aggressive Driving Concept Paper
2.	35. Resolution 2026-R-35 Apply for 100% Funded Grant

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY CONCEPT PAPER
Concept Paper Summary

Applicant Information

Applicant Agency:	Palatka Police Department
Implementing Agency:	Palatka Police Department
Concept Paper Title:	Palatka PD Speed and Aggressive Driving Program
Priority Area for Concept Paper:	Speeding and Aggressive Driving
Amount Requested:	\$103,500.00
Type of Project:	Local
Type of Request:	Initial
Previous Year's Project Number (if Continuation):	

Head of Agency

Name:	Jason Shaw	State:	Florida
Title:	Chief of Police	Zip:	32177
Address 1:	110 N 11th St	Phone:	(386) 329-0115
Address 2:		Extension:	
City:	Palatka	Email:	jshaw@palatka-fl.gov

Project Contact

Name:	Quentin Beckton	State:	Florida
Title:	Sergeant	Zip:	32177
Address 1:	110 N 11th St	Phone:	(904) 687-7152
Address 2:		Extension:	
City:	Palatka	Email:	qbeckton@palatka-fl.gov

Statement of the Problem:

The City of Palatka is located in northeastern Florida along the St. Johns River in Putnam County. Covering approximately 9.76 square miles, the city lies about 60 miles south of Jacksonville and 90 miles northeast of Orlando. Palatka sits at the intersection of U.S. Route 17 and State Road 100 and serves as the county seat of Putnam County.

According to the U.S. Census, Palatka has an estimated population of 10,867 year-round residents. The population increased from 10,446 since the 2020 Census, a 3.9% increase. Each year, it's estimated more than 5,000 people attend the Blue Crab Festival and other special events, significantly increasing both vehicle and pedestrian traffic within the city.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY CONCEPT PAPER
Concept Paper Summary

Palatka contains four major roadways—State Road 100 (Reid Street), U.S. Highway 17 (SR 15), State Road 19, and State Road 20. These corridors bring substantial traffic into and out of the city. SR 100 was recently identified as a high-risk and dangerous highway segment, particularly the two-mile stretch between Carraway and Bardin Road. State Road 19 and State Road 20 are also considered high-risk routes within Putnam County.

According to the Florida Department of Transportation's (FDOT) Fiscal Year 2027 Highway Safety Matrix, the City of Palatka ranks 33 out of 121 jurisdictions for speed and aggressive driving related serious injuries or fatalities. Palatka reinstated their traffic unit in an effort to combat the influx of traffic and speed complaints, in an attempt to make the roadways of the city safer. While these enforcement efforts have contributed to improved roadway safety, continued education and consistent enforcement of state speed and aggressive driving laws remain critical to reducing severe crashes within city limits. Traffic data supporting this assessment is provided below.

Supporting Data:

2024:

Total speeding citations: 60

Total overall citations: 722

Total crashes: 716

Total crashes with fatalities: 1

Total crashes with injuries: 24

2023:

Total speeding citations: 71

Total overall citations: 1,172

Total crashes: 755

Total crashes with fatalities: 0

Total crashes with injuries: 27

2022:

Total speeding citations: 148

Total overall citations: 736

Total crashes: 739

Total crashes with fatalities: 1

Total crashes with injuries: 6

Proposed Solution:

The Palatka Police Department believes the success of any traffic safety program is not solely hinged on either component of enforcement, education, or engineering. This program aims to reduce traffic crashes, fatalities, and serious injuries that are speed- and/or aggressive-driving-related by implementing the following components:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY CONCEPT PAPER
Concept Paper Summary

- The Palatka Police Department will review crash data monthly to identify high-frequency crashes, serious injuries, and fatality locations throughout our jurisdiction.
- We will develop schedules for personnel to conduct "zero tolerance" overtime, high-visibility enforcement operations at the designated locations.
- The project contact/director will be responsible for ensuring that the data is reviewed each week to identify any possible changes to the list.
- Our agency will commit to locating and targeting 4 total locations for this program.
- In addition, the project contact/director will be responsible for distributing this top 5 list to all personnel so they can focus on these specific areas, thereby increasing law enforcement presence.
- The speed measurement devices purchased with subgrant funds will be used on roadways determined through data to have a high volume of speeding vehicles and a history of crashes.

The Palatka Police Department will also conduct education initiatives in local high schools, senior centers, businesses, civic organizations, and public forums to raise awareness of speed-related issues. The Police Department will determine, through a review of our traffic crash data, which population groups are involved in the majority of traffic crashes within our jurisdiction. A special emphasis will be placed on raising traffic safety awareness among this population group by targeting an area to provide traffic safety guidance. To facilitate the delivery of this traffic message, the Palatka Police Department will partner with local resources, including the Community Traffic Safety Team, the Law Enforcement Liaison Program, neighboring law enforcement agencies, and local media outlets. The Palatka Police Department will also participate in any statewide public awareness and enforcement campaigns sponsored by the Florida Department of Transportation Safety Office.

Sustainability:

The City of Palatka has always put great effort into ensuring our roads are safe, and will continue to do so even after the funding period is over. In 2024, the Palatka Police Department reimplement the agency's traffic unit to enforce speed and aggressive traffic, in addition to other traffic related concerns.

Project Objectives:

1. Strive to decrease speed and aggressive driving crashes and fatalities citywide by 5% when compared to the previous three-year average.
2. Conduct speed and aggressive driving high-visibility overtime enforcement operations.
3. Participate in the state Operation Southern Slow Down campaign through speed and aggressive driving, overtime enforcement operations, and educational/community activities.
4. Conduct and/or participate in educational/community outreach events to increase speed and aggressive

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY CONCEPT PAPER
Concept Paper Summary

driving
awareness.

5. Provide speed and aggressive driving information and education to the public through the use of message boards/local media outlets/ social media/press releases.

Evaluation:

1. Speed and aggressive driving crashes and fatalities are reduced by 5% citywide, compared to the previous three-year average.

2. The number of speed and aggressive driving high visibility overtime enforcement operations conducted during the subgrant period.

3. The number of speed and aggressive driving overtime enforcement operations conducted and educational/community activities conducted/participated in during the Operation Southern Slow Down campaign.

4. The number of educational/community outreach events conducted or participated in to increase speed and aggressive driving awareness.

5. The number of instances that speed and aggressive driving information and education is provided to the public through the use of message boards/local media outlets/social media/press releases throughout the subgrant period.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY CONCEPT PAPER
Concept Paper Budget

BUDGET CATEGORY	NARRATIVE:	FEDERAL FUNDS	MATCH	TOTAL	INDIRECT ELIGIBILITY
A. Personnel Services					
Overtime Salary for Enforcement	Funds are requested for reimbursement for overtime for officer working the enforcement program.	\$55,000	\$0	\$55,000	
Subtotal		\$55,000	\$0	\$55,000	
B. Contractual Services					
Subtotal		\$0	\$0	\$0	
C. Expenses - Any purchase with a per item unit cost of \$200 or more from any line item within this Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.					
Stalker II Moving Radar (MDR)	Funds are requested for speed equipment to enforce speed and aggressive driving violations.	\$8,500	\$0	\$8,500	
Stalker II Moving Radar (MDR)					
Stalker Lidar RLR					
Subtotal		\$8,500	\$0	\$8,500	
D. Equipment Costing \$10,000 or More					
Stalker MC360 Radar Message Trailer SAM 3 Trailer – Vertical w/ Solar Panel	Funds are requested for equipment to enforce speed and aggressive driving violations and informing the public of concerns relating to speed and aggressive driving and providing information regarding FDOT traffic campaigns. .	\$40,000	\$0	\$40,000	
Subtotal		\$40,000	\$0	\$40,000	
E. Indirect Cost					
%		\$0		\$0	
Subtotal		\$0		\$0	
Total Cost of Project		\$103,500	\$0	\$103,500	

RESOLUTION NO. 2026-R-35

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE PALATKA POLICE DEPARTMENT TO APPLY FOR A 100% FUNDED GRANT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, IN THE AMOUNT OF \$103,500.00 TO BE UTILIZED FOR THE PURCHASE OF SPEED ENFORCEMENT EQUIPMENT, AND PROVIDING FOR SCRIVNER'S ERRORS

WHEREAS, the Florida Department of Transportation (DOT) announced the availability of the 2026 Speed and Aggressive Driving Grant funds for law enforcement use; and

WHEREAS, the City of Palatka has determined that a need exists to acquire through purchase speed equipment to support the Palatka Police Department in speed and aggressive driving enforcement; and

WHEREAS, the Palatka City Commission deems it reasonable and in the best interest of the citizens to authorize the Palatka Police Department to apply for the 100% funded 2026 DOT funds for the purpose of purchasing speed enforcement equipment to support the Palatka Police Department traffic division.

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

1. The Palatka Police Department is hereby authorized to submit an application for the 2026 Department of Transportation (DOT) Grant program – funds to be used to purchase speed equipment and to authorize the Payor to sign said grant application as required; and
2. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED by the City Commission of the City of Palatka, Florida, this 12th day of March 2026.

CITY OF PALATKA, FLORIDA

By: _____
Mayor: Roberta Correa

ATTEST:

City Clerk: Karen Hayes, FCPC

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney: Jane West ESQ.

Adopt Resolution 2026-R-36 Authorizing Emergency Repairs Sanitation Truck & Budget Amendment

STAFF REPORT

DATE: March 12, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Staff respectfully requests that the City Commission approve Resolution 2026-R-XX, authorizing emergency repairs to a City sanitation truck and approving the necessary budget amendment to appropriate insurance reimbursement funds for the repair costs.

BACKGROUND

A City sanitation truck was involved in an accident during Fiscal Year 2024–2025, and the incident was reported to the City’s insurance carrier. An insurance claim was filed, and the City received insurance reimbursements related to the repair.

The sanitation truck plays a critical role in daily sanitation operations, and its downtime affects service delivery. Due to the need to maintain uninterrupted operations, repairs were initiated on an emergency basis in accordance with the City’s Purchasing Policy, which requires emergency purchases over \$25,000 to be reported to and approved by the City Commission.

The total repair cost is \$76,794.83, partially offset by insurance reimbursements of \$67,060.01 received in FY 2024–2025 and \$11,574 received in FY 2025–2026.

Repairs were performed by Commonwealth Collisions, LLC, a qualified provider engaged under emergency provisions.

PROJECT ANALYSIS

The repair was necessary to quickly restore the sanitation truck to service and maintain essential operations. Based on its critical use in daily collections, any extended downtime would impair sanitation services across the City. The Purchasing Policy authorizes emergency procurement when immediate action is necessary to protect public health, safety, or essential municipal services.

A budget amendment is required to align the FY 2025–2026 budget with available insurance proceeds. The breakdown is as follows:

- \$67,060.01 – Insurance reimbursement received in FY 2024–2025 and rolled into the FY 2025–2026 Cash Forward General Ledger account, making it available for current-year appropriation.

- \$11,574 – Additional reimbursement received in FY 2025–2026 and is included in the requested budget amendment.

To fund the repair, staff recommends transferring \$67,060.01 from Contingency/Reserve (043-10-534-9-9901) to Capital Outlay (043-10-534-6-6400) and increasing the Insurance Claims-Sanitation Revenue (041-00-369-9-3000) and Capital Outlay (043-10-534-6-6400) to align the budget with the incurred emergency expenditure. This matches the amendment structure reflected in the attached resolution.

Staff Recommendation

Staff recommends that the City Commission:

Approve Resolution, declaring the sanitation truck repairs an emergency under the City’s Purchasing Policy; and

Approve the budget amendment transferring \$67,060.01 from Contingency/Reserve to Capital Outlay in the FY 2025–2026 General Fund (Fund 043) to appropriate the rolled-forward insurance reimbursement and the \$11,574 increase in Insurance Claims Revenue and Capital Outlay

Approval will allow staff to complete all required administrative actions to pay for the repairs.

ATTACHMENTS

1.	36. Resolution 2026-R-36 AUTHORIZING THE EMERGENCY REPAIR OF SANITATION TRUCK & BUDGET TRANSFER
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RESOLUTION NO. 2026-R-36

**A RESOLUTION AUTHORIZING EMERGENCY REPAIRS
TO A SANITATION TRUCK AND A BUDGET
AMENDMENT FOR INSURANCE REIMBURSEMENTS;
PROVIDING FOR SCRIVENER’S ERRORS; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Palatka has filed an insurance claim to repair a sanitation Truck following an accident reported to the City’s insurance carrier in Fiscal Year 2024–2025; and

WHEREAS, repairs to the sanitation truck constitute an urgent and immediate need for repair due to its essential nature of sanitation services and the requirement to maintain uninterrupted service delivery.; and

WHEREAS, the cost of repairs is \$76,794.83; and insurance reimbursements include \$67,060.01 received in FY 2024–2025 and \$11,574 received in FY 2025–2026; and.

WHEREAS, the \$67,060.01 insurance reimbursement received in FY 2024–2025 was rolled forward into a Cash Forward General Ledger account for FY 2025–2026 and is available for appropriation in the current fiscal year; and.

WHEREAS, the \$11,574 insurance reimbursement received in FY 2025–2026 is already budgeted in GL Account 043-00-369-9-3000 and does not require inclusion in this budget amendment; and.

WHEREAS, the Purchasing Policy requires that emergency purchases exceeding \$25,000 be reported to and approved by the City Commission; and

WHEREAS, the City has utilized Commonwealth Collisions LLC, a qualified service provider to repair the sanitation Truck.

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

- 1. The City Commission hereby declares that the repairs to the sanitation truck are an emergency under the City’s Purchasing Policy and authorizes emergency repairs in an amount not to exceed \$76,794.83, to be performed by Commonwealth Collisions, LLC.
- 2. The Fiscal Year 2025–2026 budget for the City of Palatka General Fund (Fund 043) is amended as follows to appropriate the rolled-forward insurance reimbursement of \$67,060.01 and incorporate the \$11,574 received in FY25-26:

From:

<u>General Ledger Number</u>	<u>Description</u>	<u>Last Approved</u>	<u>Rec. Amendments</u>	<u>As Amended</u>
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043-10-534-9-9901	Contingency /Reserve	\$447,995	-\$67,060.01	\$380,934.99
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To:

<u>General Ledger Number</u>	<u>Description</u>	<u>Last Approved</u>	<u>Rec. Amendments</u>	<u>As Amended</u>
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043-10-534-6-6400	Capital Outlay	\$109,198.32	\$76,764.83	\$187,832.33
043-00-369-9-3000	Insurance Claims – Sanitation	\$0	\$11,574	\$11,574

- 3. The City Manager, or designee, is hereby authorized to proceed with said emergency repairs and take all necessary actions to restore the vehicle to service.
- 4. The Interim City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors that do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of March 2026.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor: Roberta Correa

ATTEST:

CITY CLERK: Karen Hayes, FCPC

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY: Jane West, ESQ

Adopt Resolution 2026-R-37 Approving the Recommendations of the Palatka Audit Selection Committee

STAFF REPORT

DATE: March 12, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Staff requests that the City Commission adopt Resolution No. 2026-R-XX, approving the recommendations of the City's Audit Committee made during its March 4, 2026 special meeting. The requested action formally authorizes:

- Approval of the Draft RFP for Audit Services for publication, release, and advertisement on March 13, 2026, with a proposed due date of April 10, 2026 and anticipated award date of May 14, 2026; and
- Approval of the proposed Voting Matrix for evaluation of audit proposals.

1

BACKGROUND

State law (FS 218.391) requires the City to maintain an Audit Committee responsible for the selection and recommendation of external auditors. In compliance with this statutory requirement, the City of Palatka's Audit Committee convened a special meeting on March 4, 2026 to review upcoming audit procurement needs.

At this meeting, the Audit Committee evaluated the draft Request for Proposals (RFP) for Audit Services as well as an updated Voting Matrix intended to guide the scoring and evaluation of responding firms. The Committee voted to recommend Commission approval of both items.

PROJECT ANALYSIS

The Audit Committee's recommendations include two important components:

Draft RFP for Audit Services – The proposed RFP outlines required qualifications, scope of work, evaluation criteria, and submission requirements. Approval of this document will authorize staff to advertise the RFP on March 13, 2026, initiate the competitive procurement process, and meet associated statutory deadlines.

Voting Matrix for Evaluation – The matrix establishes a standardized scoring methodology for assessing audit firm proposals. This tool supports transparency, consistency, and defensibility

during the evaluation process.

The committee also outlined the proposed procurement timeline:

- RFP publication: March 13, 2026
- Proposal due date: April 10, 2026
- Anticipated award: May 14, 2026

Approval of the resolution ensures legal compliance, authorizes the release of the RFP, and allows the Audit Committee and staff to proceed with the competitive selection process.

Staff Recommendation

Staff recommends that the City Commission adopt Resolution No. 2026-R-XX, which:

- Approves the Audit Committee’s recommendation to release and advertise the Draft RFP for Audit Services on March 13, 2026, with proposals due April 10, 2026 and anticipated award on May 14, 2026; and
- Approves the Audit Committee’s recommended Voting Matrix for evaluating audit proposals.

Approval will allow staff to meet statutory audit procurement requirements and proceed with the required solicitation and evaluation processes.

ATTACHMENTS

1.	Evaluation Criteria
2.	RFP Timeline
3.	37. Resolution 2026-R-37 APPROVING AUDIT SELECTION COMMITTEE RECOMMENDATIONS

RFP 2026-XX Audit Services, Section VIII. Evaluation Procedures
Ranking Matrix Qualifications

	<u>Mandatory Elements:</u> The audit firm is independent and licensed to practice in Florida. The audit firm's professional personnel have received adequate continuing professional education within the preceding two years. The firm has no conflict of interest with regard to any other work performed by the firm for City of Palatka. The firm submits a copy of its most recent external quality control review report (peer review) and the firm has a record of quality audit work. The firm adheres to the instructions in this Request for Proposal on preparing and submitting the proposal. *Any Proposal that does not contain the mandatory elements will be rejected.	0
1	<u>Technical Qualifications</u> The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical accounting reporting, internal control and consultation.	25
2	<u>Professional Experience.</u> The firm's (and specifically the local office's) past experience and performance on comparable government engagements; experience performing single audits of federal financial assistance and audits under the Florida Single Audit Act.	25
3	<u>Audit Approach & Methodology.</u> Utilization of a risk based audit approach, tailored to specific needs of the City with appropriate and balanced use of sampling techniques and analytical procedures.	25
4	<u>Total compensation proposed.</u>	20
5	<u>Certified minority-owned or veteran-owned business.</u>	5
	<u>Total</u>	100

Requests for Proposal Timeline

Tasks	Date
Release of RFP	March 13, 2026
Deadline for Questions/Requests for Information	March 27, 2026
Addendum posted to the City website answering Questions/RFI	April 3, 2026
Proposals Due @ 2:00pm	April 10, 2026
Proposal Evaluation	April 28, 2026
Top-Ranked Firms Verification Phase	May 6, 2026
Intent to Award Posted to the City website	May 14, 2026
Protest Period Ends	May 19, 2026
City Commission Award Date	May 28, 2026



RESOLUTION NO. 2026-R-37

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
ADOPTING AND APPROVING THE
RECOMMENDATIONS OF THE PALATKA AUDIT
COMMITTEE AT IT MARCH 4, 2026 CALLED MEETING;
PROVIDING FOR SCRIVENER’S ERRORS; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, per the provisions of FS 218.391, the City of Palatka’s Audit Committee met in special session on March 4, 2026 and recommended the following actions:

- Approve the Draft RFP for Audit Services for the publishing, release and advertisement on March 13, 2026; with a proposed due date of April 10, 2026, and anticipated award date of May 14, 2026.
- Approve the proposed Voting Matrix for evaluation of proposals.

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

1. The City Commission hereby adopts and approves the following Audit Committee Recommendations made at its March 4, 2026 special meeting:
 - a. Approve the Draft RFP for Audit Services for the publishing, release and advertisement on March 13, 2026; with a proposed due date of April 10, 2026, and anticipated award date of May 14, 2026.
 - b. Approve the proposed Voting Matrix for evaluation of proposals.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of March 2026.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor: Roberta Correa

ATTEST:

CITY CLERK: Karen Hayes, FCPC

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY: Jane West, ESQ

Adopt Resolution 2026-R-38 Authorizing the acceptance of a \$4.932,396 grant from FDOC for the WWTP headworks
Adopt Resolution 2026-R-38 Authorizing the acceptance of a \$4.932,396 grant from FDOC for the WWTP headworks

STAFF REPORT

DATE: March 12, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Accepting the FDOC grant award of \$4,932,396 for the Palatka Wastewater Treatment Plant.

BACKGROUND

The City applied for Community Development Block Grant Disaster Recovery (CDBG-DR) funding to rehabilitate the Palatka Wastewater Treatment Plant due to severe weather events in 2023 and 2024 and to upgrade the system headworks to improve outcomes for future severe weather events. The Florida Department of Commerce (FDOC) has reviewed and accepted the City's application for grant funding and has awarded the City \$4,932,396.00 for this project.

PROJECT ANALYSIS

The project will construct a new, higher-capacity influent channel equipped with dual automated bar screens, a grit chamber, upgraded grit pumps, and associated conveyance systems to effectively remove sand and grit prior to treatment. This project also includes an overall rehabilitation and upgrading of the headworks by replacing obsolete and damaged equipment that can no longer meet operational demands during normal weather conditions and future hurricane events. Upon completion, the project will strengthen system resilience, protect public health, and support long-term, reliable wastewater operations citywide.

Staff Recommendation

Staff recommends approval of Resolution 2026-R-38

ATTACHMENTS

1.	MS008_Agreement - READY FOR SIGNATURE
2.	38. Resolution 2026-R-38 GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF COMMERCE (DOC) FOR \$4,932,396 IN STATE FUNDING FOR SANITARY SEWER WASTEWATER T

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Rebuild Florida
Infrastructure Repair Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, (hereinafter referred to as “Commerce” or “Grantee”) and the **City of Palatka, Florida** (hereinafter referred to as “Subrecipient”), each individually a “Party” and collectively “the Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Disaster Relief Supplemental Appropriations Act, 2025 (Pub. L. 118–158) approved December 21, 2024 (hereinafter the “Appropriations Act”) , the requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register (FN) notice, 90 FR 4759 (Docket No. FR-6489-N-01) (January 16, 2025), and 90 FR 1754 (Docket No. FR-6489-N-01) (January 8, 2025) (hereinafter the “Universal Notice”), as amended, including amendments made by HUD’s March 31, 2025 Memorandum, and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the 2025 State of Florida Action Plan for Disaster Recovery, as now in effect and as may be amended from time to time (hereinafter the “Action Plan”).

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee’s Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce’s Federal award.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, Commerce and Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to same shall prevail, at Commerce's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and ends April 30, 2030, after execution by Commerce, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Director of the Division of Community Development approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

- (a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.
- (b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- (c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.
- (d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.
- (e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request

for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
 3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.
- (f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.
- (g) Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.
- (h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements.

- (a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends one million dollars (\$1,000,000) or more in Federal awards from all sources during its fiscal year.
- (b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@Commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as Attachment J. Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.
- (c) In addition to the submission requirements listed in Attachment I, Audit Requirements, Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.
- (d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports.

Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A,

and the expenditure of funds under this Agreement. Within 5 calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

- (a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.
- (b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.
- (c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.
- (d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits.

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

- (a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
- (b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall defend, indemnify, and hold Commerce harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce, but is an independent contractor.

- (c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient shall defend, indemnify, and hold Commerce harmless against any damages proximately caused by the acts or omissions to the tort monetary limits as set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.
- (d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default.

If any of the following events occur (“Events of Default”), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

- (a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;
- (b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;
- (c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;
- (d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce’s Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.
- (e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party’s control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party’s performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines,

in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(12) Remedies.

If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within those thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by Commerce sent in conformity with Paragraph (16) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 - 3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

(13) Dispute Resolution.

Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@Commerce.fl.gov or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

- (a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right

to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

- (b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.
- (c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.
- (d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is determined.
- (e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.
- (f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of \$25,000 must either:
 1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
 2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.
- (g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.
- (b) The name and address of Commerce's Primary Grant Manager for this Agreement is:

Trisha Gunderson

107 E Madison Street

Tallahassee, FL 32399

850-921-3276

Trisha.gunderson@commerce.fl.gov

- (c) The name and address of the Local Government Project Contact for this Agreement is:

Brian McCann

3010 Browns Landing Road

Palatka, FL 32177

386-329-0146 ext. 2130

bmcann@palatka-fl.gov

- (d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts.

If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager prior to execution of the contract or amendment. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority business enterprise, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment I).

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions.

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

- Attachment A – Scope of Work
- Attachment B – Project Budget (Example)
- Attachment C – Activity Work Plan (Example)
- Attachment D – Program and Special Conditions
- Attachment E – State and Federal Statutes, Regulations and Policies
- Attachment F – Civil Rights Compliance
- Attachment G – Reports
- Attachment H – Warranties and Representations
- Attachment I – Audit Requirements
 - Exhibit 1 to Attachment I – Funding Sources
- Attachment J – Audit Compliance Certification
- Attachment K – SERA Access Authorization Form
- Attachment L – 2 CFR Appendix II to Part 200
- Attachment M – Subrogation Agreement

(20) Funding/Consideration.

- (a) The funding for this Agreement shall not exceed ***Four Million, Nine Hundred Thirty-Two Thousand, Three Hundred Ninety-Six Dollars and Zero Cents (\$4,932,396.00)***, subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.
- (b) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.
- (c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

- (d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.
- (e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds (“RFF”) on behalf of Subrecipient.
- (f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.
- (g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.
- (h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.
- (i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.
- (j) Funding for this Agreement is appropriated under Public Law 118-158, Division I, the “The Disaster Relief Supplemental Appropriations Act, 2025” for the purpose of assisting in long-term recovery from major disasters that occurred in 2023 and 2024 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the “Stafford Act”).
- (k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

- (a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.
- (b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.
- (c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.
- (d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however, Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.
- (e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient’s receipt of notification of such non-compliance.
- (f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of “Department of Commerce” and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.
- (b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.
- (c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.
- (d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.
- (e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- (f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.
- (g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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 thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.
- (h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

- (j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.
- (k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.
- (l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.
- (m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

- (a) No funds or other resources received from Commerce under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- (b) Subrecipient certifies, by its signature to this Agreement, that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any 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;
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - 3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(24) Copyright, Patent and Trademark.

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

- (a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.
- (b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to Commerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.
- (c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

- (a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.
- (b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

- (a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@Commerce.fl.gov within one (1) business day from receipt of the request.
- (b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

- (c) This Agreement may be terminated by Commerce for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.
- (d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.
- (e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.
- (f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.
- (g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.
- (h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.
- (i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

- (j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.
- (k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- (l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

- (a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- (b) Section 448.095, F.S., requires the following:
 - 1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - 2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- (c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(28) Program Income.

- (a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.
- (b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives.

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit to low- and moderate- income persons;
- (b) Aid in prevention or elimination of slums or blight; and
- (c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

- (a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.
- (b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.
- (c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
- (d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.
- (e) Unless justified by Subrecipient, and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to Subrecipient or its subcontractor or assignee.
- (f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
- (g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.
- (h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; Commerce may provide training in the form of an Implementation Workshop in keeping with implementation

(31) Waste, Fraud, Abuse, and Whistleblower Protections.

- (a) In accordance with 2 CFR 200.113, Commerce and Subrecipient of CDBG-DR must promptly inform in writing the Office of Inspector General (OIG) and HUD when it has credible evidence of violations of Federal criminal law involving fraud, bribery, or gratuities or a violation of the civil False Claims Act that could potentially affect the Federal award at <https://www.hudoig.gov/hotline/report-fraud> (a subrecipient of CDBG-DR must also inform the CDBG-DR grantee that awarded it funding). All other instances of fraud, waste, and abuse should be referred to the HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email: hotline@hudoig.gov).
- (b) Commerce and Subrecipient must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: (1) Gross mismanagement of a Federal contract or grant; (2) Waste of Federal funds; (3) Abuse of authority relating to a Federal contract or grant; (4) Substantial and specific danger to public health and safety; or (5) Violations of law, rule, or regulation related to a Federal contract or grant.

(32) Contracting With Entities Of Foreign Countries Of Concern Prohibited

If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, Subrecipient must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

(33) Foreign Influence

In accordance with section 286.101, F.S., if this Agreement has a value of \$100,000 or more, Subrecipient shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Subrecipient represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

(34) Human Trafficking

If applicable, and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

If applicable, Subrecipient must provide Commerce with an affidavit signed by an officer or a representative of Subrecipient under penalty of perjury attesting that Subrecipient does not use coercion for labor or services as defined in section 787.06, F.S.

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State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF PALATKA, FLORIDA

FLORIDA DEPARTMENT OF
COMMERCE

By _____
Signature
Robbi Correa

By _____
Signature
J. Alex Kelly

Title Mayor

Title Secretary

Date _____
Federal _____
Tax ID # _____
UEI # _____

Date _____

Approved as to form and legal sufficiency, subject only
to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

Attachment A – Scope of Work

1. PROGRAM DESCRIPTION:

Hurricane Idalia (Category 4, August 2023), Hurricane Debby (Category 1, August 2024), Hurricane Helene (Category 4, September 2024) and Hurricane Milton (Category 5, October 2024) devastated the state of Florida. Each of these storms made landfall on Florida's Gulf Coast, bringing strong winds, heavy rainfall and severe flooding to many parts of the state. The North Florida Tornadoes (May 2024) brought severe weather, including at least 4 tornadoes, to the Big Bend area.

On January 16, 2025, the U.S. Department of Housing and Urban Development (HUD) announced that the State of Florida will receive \$925,394,000 in funding to support long-term recovery efforts following the impacts of severe weather events in 2023 and 2024 through the Florida Department of Commerce's ("FloridaCommerce") Office of Long-Term Resiliency (OLTR). Community Development Block Grant Disaster Recovery (CDBG-DR) funding is designed to address needs that remain after all other assistance has been exhausted.

FloridaCommerce's Rebuild Florida Infrastructure Repair Program has been allocated \$400 million to fund infrastructure restoration and improvement projects in communities impacted by the 2023 and 2024 Storms.

Eligible activities within this program may include, but are not limited to the following:

- Restoration or improvements of infrastructure damaged by a qualifying 2023 and/or 2024 storm (such as water and sewer facilities, streets, removal of debris, drainage, bridges, etc.).
- Demolition and rehabilitation of publicly- or privately-owned commercial or industrial buildings.
- Renourishment of protective coastal dunes systems and state beaches.
- Repairs to damaged buildings that are essential to the health, safety and welfare of a community when repairs to these buildings constitute an urgent need (this may include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, homeless shelters, schools and educational facilities and other public properties, including properties serving as emergency shelters).
- Communications infrastructure
- Repairs to water lines and systems, sewer lines and systems, drainage and flood mitigation systems. Natural or green infrastructure.

2. PROJECT DESCRIPTION:

The City of Palatka has been awarded \$4,932,396.00 of CDBG-DR funding for the Sanitary Sewer Wastewater Treatment Plant (WWTP) Headworks Project to rehabilitate and upgrade the headworks at its WWTP and construct a new, higher-capacity influent channel equipped with dual automated bar screens, a grit chamber, upgraded grit pumps, and associated conveyance systems to effectively remove sand and grit prior to treatment. These improvements will replace obsolete and damaged equipment that can no longer meet operational demands during normal weather conditions and future hurricane events.

Upon completion, the project will strengthen system resilience, protect public health, and support long-term, reliable wastewater operations citywide .

- a) The Sanitary Sewer Wastewater Treatment Plant (WWTP) Headworks project will be completed through a partnership with contracted engineers, contracted grant management firms, construction firms, and City staff. The city will competitively procure the following services to include engineering services, grant administrative services, and construction contractor(s).
- b) Construction will begin upon the completion of the project's final design, environmental review clearance which includes the receipt of the Project's Authority to Use Grant Funds, and construction procurement process.
- c) This project meets the Low- and Moderate-Income (LMI) Area Benefit National Objective with an LMA percentage of 65.60%. The Sanitary Sewer Wastewater Treatment Plant is a critical lifeline utility that provides wastewater services to the City of Palatka, ensuring continuity of service for all residents—including vulnerable populations—during future disasters.

There are no leveraged funds committed to the project.

3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit the following items to Commerce within forty-five (45) calendar days of execution of the agreement:
 - 1) Organizational Chart with contact information; If staffing changes, there must be an updated Organizational Chart submitted with the monthly report.
 - 2) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
 - 3) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines.

An updated signed and dated Attachment B and Attachment C should be sent in with each monthly report. Any changes to the project timeline or budget must be approved by the Grant Manager for FloridaCommerce.

- B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager within forty-five (45) calendar days of Agreement execution. Please have a copy of the policies available for future HUD and/or Commerce monitoring visits.
 - 1) Procurement policies and procedures that incorporate 2 CFR Part 200.318-327.
 - 2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
 - 3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.
 - 4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 - 5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
- D. Upload required documents into a system of record provided by Commerce.
- E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
- F. The subrecipient should maintain a separate public webpage dedicated to its CDBG-DR funded activities. The webpage should allow the general public to see how all grant funds are used and administered. The public website must provide meaningful access in compliance with Section 504, Title II of the ADA, and Title VI. The website must include copies of all relevant procurement documents for all contracts, as defined in 2 CFR 200.1, that will be paid with CDBG-DR funds; and a summary including the description and status of services or goods currently being procured (e.g., phase of the procurement, requirements for proposals, etc.). Contracts and procurement actions that do not exceed the micro-purchase threshold, as defined in 2 CFR 200.1, are not required to be posted.
- G. Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- H. Subrecipient must comply with procurement standards in 2 CFR Part 200.318-327. Provide copies of all proposed procurement solicitations to Commerce ten (10) business days prior to posting as detailed in Attachment D of the Subrecipient Agreement. The solicitation document will be reviewed by the Commerce Grant Manager to ensure it meets the procurement standards listed in 2 CFR 200.318-327. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- I. The Subrecipient shall provide photographs of construction projects to document progress with quarterly reports or when requested by Commerce.
- J. Submit final invoice to Commerce within 45 days of the completion of the project.
- K. Submit closeout packet to Commerce within 45 days of submitting the final invoice.

4. ELIGIBLE TASKS:

A. Deliverable No. 1 – Project Implementation

Tasks that are eligible for reimbursement are as follows:

- 1) Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
- 2) Develop, adopt, and submit required policies listed in this agreement.
- 3) Prepare procurement documents.
- 4) Prepare list of minority and women business enterprise (MBE/WBE) firms.
- 5) Prepare and submit public notices for publications.
- 6) Maintain financial records related to project activities.
- 7) Conduct a Fair Housing activity.
- 8) Attend a pre-bid conference, bid opening, or preconstruction meeting.
- 9) Maintain project files.
- 10) Attend meetings and provide progress reports on project activities.
- 11) Prepare documentation for and/or participate in monitoring and/or site visits conducted by Commerce.
- 12) Prepare and submit financial activity to Commerce.
- 13) Prepare and submit detailed monthly and quarterly reports to Commerce.

- 14) Prepare and submit Section 3 reports to Commerce (in compliance with Section 3 of the HUD Act of 1968).
- 15) Respond to citizens' complaints.
- 16) Prepare and submit agreement modification document for Commerce review and approval.
- 17) Prepare and submit responses to monitoring findings and concerns to Commerce or HUD.
- 18) Project Closeout, Engineer's Certification of Completion, Grant Closeout Package completion and submission to Commerce.

B. Deliverable No. 2 – Engineering Services

Tasks that are eligible for reimbursement are as follows:

- 1) Created a full design package(s), signed and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes and building codes.
- 2) Obtained copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
- 3) Conducted an Environmental Review/Assessment in accordance with HUD and Commerce Policies and the National Environmental Policy Act referenced in Attachment D.4.b of this Agreement and carried out any mitigation measures required as a result of the Environmental Review findings.
- 4) Reviewed contractor payrolls and interviewed employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-Kickback" Act.

C. Deliverable No. 3 – Construction

Tasks that are eligible for reimbursement are as follows:

- 1) Mobilization, site preparation, and establishment of construction access within the existing City of Palatka Wastewater Treatment Plant site.
- 2) Demolition and removal of existing, storm-damaged, and obsolete headworks components, including bar screens and associated structures, and proper disposal of all removed materials.
- 3) Construction of a new, higher-capacity influent channel and headworks structure, including reinforced concrete components, foundations, and appurtenances designed to accommodate increased wet-weather flows.
- 4) Installation of dual automated bar screens and associated screening equipment to improve debris removal and protect downstream treatment processes.
- 5) Construction and installation of a grit removal system, including grit chamber, grit pumps, classifiers, conveyors, and grit handling components to remove sand and grit prior to treatment.
- 6) Installation of process piping, mechanical connections, and hydraulic integration necessary to connect the new headworks and grit removal facilities to existing wastewater treatment infrastructure.
- 7) Installation and integration of electrical, instrumentation, control, and Supervisory Control and Data Acquisition (SCADA) systems required for operation, monitoring, and control of the upgraded headworks facilities.

- 8) Construction of associated site improvements, including concrete pads, equipment supports, drainage features, and flood-resilient infrastructure necessary to support headworks operations.
- 9) Completion of all required testing, start-up, and commissioning activities to verify system performance, operational readiness, and compliance with design and regulatory requirements.
- 10) Restoration of disturbed areas, site stabilization, and demobilization upon completion of construction activities.
- 11) Purchase of materials and equipment necessary to complete all construction activities listed above.

5. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall provide project implementation activities as identified in Section 4.A of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in Section 4.A, Attachment A – Scope of Work; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable No. 1 Cost: \$234,876.00		
Deliverable No. 2 – Engineering Services		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete tasks as detailed in Section 4.B. of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.B. of this Scope of Work in the following increments: 25% complete, 50% complete, 75% complete, and 100% complete, evidenced by submittal of the following documentation: 1) Documentation from a Professional Engineer licensed in Florida to verify design percentage completed, as applicable; and 2) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable No. 2 Cost: \$733,520.00		
Deliverable No. 3 – Construction		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete task as detailed in Section 4.C.1-10 of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C.1-10 of this Scope of Work in the following increments: 5%, 10%, 15%,	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.

	20%, 25%, 30%, 35%, 40%, 45%, 50%, 55%, 60%, 65%, 70%, 75%, 80%, 85%, 90%, 95% and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion; and 2) Invoice package in accordance with Section 7 of this Scope of Work.	
Subrecipient shall complete task as detailed in Section 4.C.11 of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C.11 of this Scope of Work, evidenced by submittal of the following documentation: 1) Copies of supporting documentation for payment of material; and 2) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable No. 3 Cost: \$3,964,000.00		
TOTAL PROJECT COST NOT TO EXCEED \$4,932,396.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables Section 5 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce's Grant Manager is required for changes to the above Deliverable amounts that do not exceed **25%** of each deliverable total funding amount. Changes that exceed **25%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

6. COMMERCE RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient's invoices described herein and process them on a timely basis.
- D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs

resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (<https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

- A. Subrecipient is allowed to submit multiple invoices per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable tasks have been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 - 1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during this Agreement.
 - 2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
 - 3) A copy of all supporting documentation for vendor and subcontractor payments.
 - 4) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Subrecipient may elect in writing to exercise this provision.
 - 1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - 2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated financial hardship.
- D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Enterprise Resource Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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Attachment B – Project Budget (Example)

Subrecipient _____

Contract Number: _____

Project Title: _____

Date Prepared: _____

Project Budget: _____

Modification Number: _____

Activity		Budget			
Activity	Description	CDBG-DR Amount	Other Funds	Source*	Total Funds
1. Project Implementation					
2. Engineering Services					
3. Construction					
4. Acquisition if applicable					
TOTALS					

*Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

Attachment C – Activity Work Plan (Example)

Subrecipient _____

Project Title: _____

Project Budget: _____

Contract Number: _____

Date Prepared: _____

Modification Number: _____

Activity Start Date (month/year)	Activity End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment 1 – Scope of Work.	Estimated Leveraged Funds to be Expended per “Activity End Date”	Estimated Funds to be Requested per “Activity End Date”
		EXAMPLE: Deliverable 1 – Project Implementation		
		EXAMPLE: Deliverable 2 – Engineering - Create a full design package		
		EXAMPLE: Deliverable 3 – Construction		

Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.
2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).
3. Subrecipient shall provide Commerce review all professional services and construction contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to Commerce for review:
 - a. Copy of the advertisement, including an affidavit of publication notifying public of upcoming solicitation.
 - b. Draft Solicitation including but not limited to Request for Proposals (RFP), Request for Qualifications (RFQ), or Invitation to Bids (ITB).
 - c. Draft Contract(s)/Agreement(s).
 - d. Executed Contract(s)/Agreement(s).

Commerce will review the procurement documents listed above and provide feedback to the Subrecipient to help ensure the procurement meets the State and Federal procurement guidelines. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.

4. Prior to the obligation or disbursement of any funds, except for administrative and engineer expenses, Subrecipient shall complete the following:
 - a. Submit for Commerce's review of the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount by Commerce is incurred before Commerce reviews the procurement. If - the procurement of a professional services contract is not compliant the local government will not be able to utilize CDBG-DR funds for that contract.
 - b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. If Commerce has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request. **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITIES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUDED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE COMMERCE HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. As directed by the Federal Register, the Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-465; hereinafter, the "URA"),

implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, and waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons, as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.
7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a department check of SAM.gov for all prime and subcontractors.
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce.
9. For each project, when Subrecipient issues a Notice to Proceed to the contractor(s), copies of the following documents shall be sent to Commerce:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
10. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
11. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

12. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
13. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
14. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
15. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the Recipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.
16. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.
17. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

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Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register (FN) notice 90 FR 4759 (Docket No. FR-6489-N-01) (January 16, 2025), and 90 FR 1754 (Docket No. FR-6489-N-01) (January 8, 2025) (hereinafter the "Universal Notice"). Notwithstanding the foregoing, the Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by the Grantee;
- (2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and
- (3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/>, in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number. Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

A. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or

because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

A. Veteran, Women- and Minority-Owned Businesses

When possible, the Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) under this agreement.

B. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

IX. Labor and Employment

1. Labor Standards

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain

documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract".

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

3. **Section 3 Benchmarks and Reporting**

- A. Benchmarks. Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:
 - 1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
 - 2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
- B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
- C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. **Hatch Act**

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. **Conflict of Interest**

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. **Lobbying Certification**

Subrecipient hereby certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
- C. The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.
- D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. Flood Disaster Protection

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with 24 CFR 58.6(a) and Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these

requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. **Lead-Based Paint**

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, and R.

5. **Historic Preservation**

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

The process typically involves obtaining approval not just from the State Historic Preservation Officer, but also, when relevant, from tribal authorities. This approval is required for a range of projects that could impact historic resources. These include, but are not limited to, rehabilitation and demolition of properties that are fifty years old or older or listed on a Federal, state, or local historic property list. Furthermore, this extends to construction projects, particularly those located in areas with the potential to have archaeological resources or in any area that could potentially affect the historic character of an eligible district.

6. **HUD Environmental Review Requirements**

The Subrecipient shall develop and maintain an Environmental Review Record (ERR) in compliance with 24 CFR Part 58. The ERR shall include verifiable documentation of compliance with the Part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate.

XIV. Additional Regulations

- A. The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
- B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
- C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- D. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
- E. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- F. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- G. The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

- H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.
- K. Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PWORA). The Grantee must administer its grant that funds this Agreement in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the PWORA as amended (8 U.S.C. 1601-1646) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws. If applicable, no state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation. Unless excepted by PRWORA, the Grantee must use Systematic Alien Verification for Entitlements (SAVE), or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.206, 2 CFR § 200.208 and/or 2 CFR § 200.339f

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Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community consistent with 24 CFR 5.151 and 5.152.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. . Per the 29 CFR part 75, Subrecipients and their contractors must track and document the number of Section 3 and Targeted Section 3 labor hours worked by low- and moderate-income individuals on CDBG-DR-funded projects. This detailed account of labor hours should then be included in the comments section of each quarterly report

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

- 1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
- 2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
- 3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
- 4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
- 5. 24 CFR § 570.490(b) – Unit of general local government's record;
- 6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
- 7. Age Discrimination Act of 1975;
- 8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
- 9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
- 10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
- 11. Executive Order 11063 – Equal Opportunity in Housing; and
- 13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that the **City of Palatka, Florida** shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** _____

Name: _____

Title: _____

Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (11) Events of Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.
 2. A **Quarterly Progress Report** must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January.
 3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.
- Notwithstanding the terms of 2 CFR 200.344, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).
4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce Grant Manager no later than nine months from the end of Subrecipient's fiscal year.
 5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@Commerce.fl.gov and Commerce Grant Manager within sixty (60) calendar days of the end of each Subrecipient's fiscal year in which this subgrant was open.
 6. **Section 3 Quarterly Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to Commerce Grant Manager by the 5th of each quarter (January 5, April 5, July 5, and October 5).

7. Request for Funds must be submitted as required by Commerce and in accordance with the ***Scope of Work, Project Budget and Activity Work Plan***.
8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Commerce staff to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A Subrecipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies

with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

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

Auditor General
Local Government Audits
342 Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of

Subrecipient directly to:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or

Paper (hard copy):
 Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Exhibit 1 to Attachment I – Funding Sources

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

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$4,932,396.00
Assistance Listing Number Title:	Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii
Assistance Listing Number:	14.228
Project Description:	Grant funding is being provided to rehabilitate the headworks at the City of Palatka’s WWTP. This project will strengthen system resilience, protect public health, and support long-term, reliable wastewater operations during future disasters
<i>This is not a research and development award.</i>	

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

- 1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
- 2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480–570.497.
- 3. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
- 4. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
- 5. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient’s Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: N/A

Matching Resources for Federal Programs: N/A

Subject to Section 215.97, Florida Statutes: N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: N/A

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@Commerce.fl.gov.</i>	
Subrecipient: City of Palatka, Florida	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
1. Did Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Commerce (Commerce)? ☐ Yes ☐ No If the above answer is yes, answer the following before proceeding to item 2. Did Subrecipient expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.	
2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and Commerce? ☐ Yes ☐ No If the above answer is yes, also answer the following before proceeding to execution of this certification: Did Subrecipient expend \$1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.	
By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Attachment L

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(F) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(I) See 2 CFR § 200.323 - Procurement of recovered materials.

(J) See 2 CFR § 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(K) See 2 CFR § 200.322 - Domestic Preferences for procurements.

(L)

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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Attachment M

State of Florida Department of Commerce

Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement (“Agreement”) is made and entered by and between the **City of Palatka, Florida** (hereinafter referred to as “Subrecipient”) and the State of Florida, Department of Commerce (hereinafter referred to as “Commerce”).

In consideration of Subrecipient’s receipt of funds or the commitment by Commerce to evaluate Subrecipient’s application for the receipt of funds (collectively, the “Grant Proceeds”) under the Commerce Community Development Block Grant-Disaster Recovery Program (the “CDBG-DR Program”) administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) (singularly, a “Disaster Program” and collectively, the “Disaster Programs”) that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

The person executing this Agreement on behalf of Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney’s fees.

CITY OF PALATKA, FLORIDA

**FLORIDA DEPARTMENT OF
COMMERCE**

By _____
Signature
Robbi Correa

By _____
Signature
J. Alex Kelly

Title **Mayor**

Title **Secretary**

Date _____

Date _____

RESOLUTION 2026-R-38

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF COMMERCE (DOC) FOR \$4,932,396 IN STATE FUNDING FOR SANITARY SEWER WASTEWATER TREATMENT PLANT HEADWORKS PROJECT, PROVIDING FOR THE INCORPORATION OF THE GRANT INTO THE CITY'S BUDGET, AND PROVIDING FOR SCRIVENER'S ERRORS.

WHEREAS, the City of Palatka owns and operates the Wastewater Treatment Plant (WWTP), which requires rehabilitation and upgrades to the headworks; and

WHEREAS, the Florida Department of Commerce (FDOC) has awarded the City of Palatka a \$4,932,396 grant of CDBG-DR funding (MS008) for the rehabilitation and upgrade existing WWTP headworks; and

WHEREAS, the City Commission finds it in the best interest of the public to accept these funds and execute the necessary agreement to complete the project; and

WHEREAS, the City of Palatka will incorporate this grant into its budget using the following General Ledger (GL) accounts:

GL Rev 041-00-389-3-5020 CDBG DRI WWTP HEADWORKS
GL Exp 041-13-536-6-6373 CDBG DRI WWTP HEADWORKS

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

1. The City Commission hereby approves and authorizes the execution of a grant agreement with FDOC for \$4,932,396 in state funding for the rehabilitation and upgrading of the Palatka WWTP headworks.
2. The City's Fiscal Year 2026 Budget shall reflect the revenue and expenditure accounts listed above.
3. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of March 2026.

CITY OF PALATKA, FLORIDA

By: _____
Mayor: Roberta Correa

ATTEST:

City Clerk: Karen Hayes, FCPC

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney: Jane West, ESQ.

Adopt Resolution 2026-R-39 Authorizing the purchase of real property located at 225 N. 2nd St, Palatka, also known as the "Liberty Church" property for \$175,000.

STAFF REPORT

DATE: March 12, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

On Friday, February 27, 2026, the City met with the owner representative to discuss acquiring the property located at 225 N. 2nd Street, which is immediately adjacent to the City Hall Annex. This property is contiguous to the Annex Hall and will support future municipal operational needs and provide additional administrative space in the downtown area. The property consists of approximately 0.05 acres and includes an existing commercial office structure of approximately 1,272 square feet, constructed in 1960 (effective year built 1987) and currently zoned C-2.

City staff, including the City Manager and City Attorney, conducted a walkthrough of the building with the seller's agent to evaluate the condition of the structure and its suitability for potential City use. Based on preliminary discussions, the City submitted a non-binding Letter of Intent outlining proposed acquisition terms, including a purchase price of \$175,000, subject to appraisal and City Commission approval.

The proposed transaction would include a 60-day due diligence period for inspections, title review, survey verification, and environmental review, followed by closing within 30 days after completion of due diligence, if approved.

PROJECT ANALYSIS

Funding will be achieved by budget transfer from 101-18-519-6-6483, which are funds budgeted for stormwater, to a new account, 101-18-519-6-6500, Building Purchase.

Staff Recommendation

To approve Staff to move forward with the due diligence process, with the intention of acquiring the property for the use of the city's goals of serving the community. The uses contemplated include community outreach and administrative uses. The acquisition would also remain contingent upon confirmation of zoning compatibility for the City's intended use and verification of clear and insurable title. Acquisition of this parcel would provide the City with

strategically located property adjacent to the City Hall Annex, allowing for potential expansion of municipal administrative functions and enhancing the City's long-term operational capacity within the downtown government complex. This is also pertinent to the recently acquired property, "Port Consolidated".

ATTACHMENTS

1.	2026-R-39 Liberty Church Purchase
2.	Letter of Intent Purchase of Liberty Church

RESOLUTION NO. 2026-R-39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 225 NORTH 2ND STREET, PALATKA, FLORIDA; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PURCHASE AND SALE AGREEMENT AND RELATED CLOSING DOCUMENTS, SUBJECT TO CITY COMMISSION APPROVAL AND SATISFACTION OF CERTAIN CONDITIONS; PROVIDING FOR DUE DILIGENCE AND CLOSING TERMS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Palatka has initiated negotiations to acquire the real property located at 225 North 2nd Street, Palatka, Florida, identified as Parcel No. 42-10-27-6850-0040-0012, which is immediately adjacent to the City Hall Annex and located within the City's downtown government complex; and

WHEREAS, the property consists of approximately 0.05 acres and includes an existing commercial office structure of approximately 1,272 square feet, originally constructed in 1960 (effective year built 1987) and currently zoned C-2 (General Commercial); and

WHEREAS, City staff, including the City Manager and City Attorney, conducted a walkthrough of the property with the seller's agent to evaluate the condition of the structure and its suitability for potential City use; and

WHEREAS, the City submitted a non-binding Letter of Intent dated February 27, 2026, outlining proposed acquisition terms including a purchase price of One Hundred Seventy-Five Thousand Dollars (\$175,000), subject to appraisal and City Commission approval;

WHEREAS, acquisition of this parcel would provide the City with strategically located property adjacent to the City Hall Annex, allowing for potential expansion of municipal administrative functions and enhancing the City's long-term operational capacity within the downtown government complex; and

WHEREAS, the City Commission finds that acquisition of the property is in the public interest and for a valid municipal purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA:

Section 1. Authorization of Property Acquisition.

The City Commission hereby authorizes the acquisition of the real property located at 225 North 2nd Street, Palatka, Florida, Parcel No. 42-10-27-6850-0040-0012, subject to the terms and conditions set forth in this Resolution.

Section 2. Purchase Price.

The purchase price for the property shall not exceed \$175,000, subject to confirmation by appraisal and final approval of the City Commission as part of the execution of a formal Purchase and Sale Agreement.

Section 3. Authorization to Negotiate and Execute Agreement.

The City Manager, or designee, is hereby authorized to negotiate and execute a Purchase and Sale Agreement and any related closing documents necessary to complete the acquisition, subject to the following conditions:

- a. Completion of a sixty (60) day due diligence period for inspection, title review, survey verification, environmental review, and other customary investigations;
- b. Verification of clear and insurable title;
- c. Confirmation that the property's zoning classification is compatible with the City's intended municipal use;
- d. Receipt of an appraisal supporting the negotiated purchase price; and
- e. Final approval by the City Commission of the Purchase and Sale Agreement.

Section 4. Due Diligence and Closing.

The Purchase and Sale Agreement shall provide for a due diligence period of up to sixty (60) days, during which the City may terminate the agreement in its sole discretion, and a closing to occur within thirty (30) days after expiration of the due diligence period, unless extended by mutual agreement of the parties.

Section 5. Scrivener's Errors.

The City Manager or designee is authorized to correct typographical, scrivener's, and formatting errors in this Resolution that do not affect the substantive intent of the City Commission. The City Clerk shall file and post any corrected version of this Resolution in the City's official records, and such corrections shall not require additional City Commission approval.

Section 6. Effective Date.

This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 12th day of March, 2026.

CITY OF PALATKA, FLORIDA

By: _____
Mayor: Roberta Correa

ATTEST:

City Clerk: Karen Hayes, FCPC

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney: Jane West, Esq.

ROBERTA M. CORREA
MAYOR-COMMISSIONER

ANNIE H. DAVIS
COMMISSIONER

JUSTIN R. CAMPBELL, SR.
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



Regular meetings 2nd and 4th Thursdays of each month at 6:00 PM

MARCIA G. CARTY, CPA, CGFO
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

KAREN HAYES, MMC
CITY CLERK

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

February 27, 2026

Mr. Taylor Douglas
Timber to Tides Realty
115 N. 2nd Street
Palatka, Florida 32177

Re: Letter of Intent to Purchase – 225 N 2nd Street, Palatka, Florida
Parcel No. 42-10-27-6850-0040-0012

Dear Mr. Douglas:

Thank you for taking the time to meet with us regarding the above-referenced property. The City of Palatka (the "City") hereby submits this non-binding Letter of Intent ("LOI") expressing its interest in purchasing the real property commonly known as 225 N 2nd Street, Palatka, Florida 32177, and more particularly described as Parcel No. 42-10-27-6850-0040-0012, Putnam County, Florida (the "Property"). Based upon the Putnam County Property Appraiser's 2026 Interim Tax Roll, the Property is described as:

DICK'S MAP OF PALATKA, Map Book 2, Page 46, Block 4, part of Lot 1 and part of Lot 2, located within the City of Palatka Downtown District, consisting of approximately 0.05 acres and improved with a commercial office structure constructed in 1960 (effective year built 1987), containing approximately 1,272 square feet, and zoned C-2.

The City proposes the following principal terms:

1. **Purchase Price:** \$175,000, subject to an appraisal and City Commission approval.
2. **Deposit:** An earnest money deposit in the amount of five percent (5%) of the purchase price to be deposited with a mutually agreeable title company within five (5) business days of execution of a formal Purchase and Sale Agreement.
3. **Due Diligence Period:** Sixty (60) days from the effective date of the Purchase and Sale Agreement for inspection, title review, survey review, environmental assessment, and other customary due diligence. The City shall have the right to terminate the Agreement during this period in its sole discretion.
4. **Closing:** Closing shall occur within thirty (30) days following expiration of the due diligence period, unless extended by mutual agreement.
5. **Title:** Seller shall convey marketable fee simple title by statutory warranty deed, free and clear of all liens and encumbrances except those acceptable to the City.

201 N. 2nd STREET • PALATKA, FLORIDA • 32177

PHONE: 386-329-0100

www.palatka-fl.gov

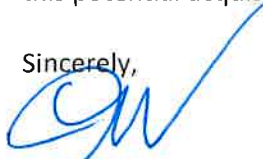
FAX: 386-329-0106

6. **Condition of Property:** The Property shall be conveyed in its current "as-is" condition, subject to the City's due diligence rights.
7. **Prorations:** Real estate taxes, utilities, and other customary closing costs shall be prorated as of the date of closing. Each party shall bear its own professional fees.
8. **Contingencies:** This transaction shall be contingent upon:
 - o Approval by the Palatka City Commission;
 - o Verification of zoning compatibility for the City's intended public use;
 - o Confirmation of appraised value for purchase price;
 - o Satisfactory environmental review; and
 - o Confirmation of clear and insurable title.

This Letter of Intent is intended solely as an expression of interest and a framework for negotiation. It is non-binding and does not create any legally enforceable obligation on either party unless and until a formal Purchase and Sale Agreement is approved and executed by all parties.

If these terms are acceptable as a basis for further negotiation, please indicate your acknowledgment below so that a formal agreement may be prepared. The City appreciates your assistance in facilitating this potential acquisition and looks forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'JW', with a long horizontal stroke extending to the right.

Jane West, Esq.
City Attorney

Adopt Resolution 2026-R-40 Authorizing the acceptance of a \$286,822 FDOT grant for the Construction of Transient Aircraft Parking Apron
Authorizing the acceptance of a \$286,822 FDOT grant for the Construction of Transient Aircraft Parking Apron

STAFF REPORT

DATE: March 12, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Adopt Resolution 2026-R-40 Authorizing the acceptance of a \$286,822 FDOT grant for the Construction of Transient Aircraft Parking Apron

BACKGROUND

Palatka Municipal Lt Kay Larkin Field (28J) applied to the Florida Department of Transportation (FDOT) for funding for the construction of a transient aircraft parking apron in the north terminal area. FDOT reviewed the application and awarded a grant for \$286,822 which will comprise 80% of the total funding for the project.

PROJECT ANALYSIS

The project will add aircraft parking in the area of the North Terminal at Kay Larkin Airport to serve as temporary parking for aircraft that will not be permanently residing at Kay Larkin Airport. This will allow for more transient usage of the airport facilities, including fuel purchase, as well as add to general city and county business revenues for the owners and passengers of said aircraft.

Staff Recommendation

Staff recommends adoption of resolution 2026-R-40

ATTACHMENTS

1.	Grant Agreement PFL0015171
2.	40. Resolution 2026-R-40 GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR \$286,822 IN STATE FUNDING FOR CONSTRUCTION OF TRANSI

**PUBLIC TRANSPORTATION
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Financial Project Number(s): (item-segment-phase-sequence) 441842-6-94-01	Fund(s): Work Activity Code/Function: 215 Federal Award Identification Number (FAIN) – Transit only: N/A	DDR Object Code: 751000 Org. Code: 55022020228 Vendor Number: VF596000401043	FLAIR Category: 088719
Contract Number:	Federal Award Date: N/A		
CFDA Number: N/A	Agency UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Palatka, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in PALATKA MUNICIPAL LT KAY LARKIN FIELD CONSTRUCT TRANSIENT AIRCRAFT PARKING APRON (NORTH TERMINAL AREA) PFL0015171, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit E1: Prohibition Based on Health Care Choices

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GRANT AGREEMENT**

- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)
- ☒ Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
- ☒ Exhibit E4: Energy Policy Goals Reporting
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- ☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- ☐ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through September 30, 2028. 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 Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

**PUBLIC TRANSPORTATION
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- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$358,527. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$286,822 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

**PUBLIC TRANSPORTATION
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X Travel expenses are NOT eligible for reimbursement under this Agreement.

___ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. 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 deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency 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 Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these 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 Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

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- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of 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 "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** 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 agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** 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 Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"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 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files

**PUBLIC TRANSPORTATION
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shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
- i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
- i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

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iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** 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 and 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. 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.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. 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", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** 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, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and

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state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

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- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.
- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period.

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The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

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- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Agency 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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

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- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. 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 or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the

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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.

- c. Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:

 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. 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.
- h. Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

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Pursuant to Section 216.1366, F.S., the term:

- i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
 - ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
 - iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.
- i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their

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employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

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- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** 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.
- c. **Severability.** 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.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **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.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so 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.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

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- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Palatka

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight, P.E.

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): PALATKA MUNICIPAL LT KAY LARKIN FIELD CONSTRUCT TRANSIENT AIRCRAFT PARKING APRON (NORTH TERMINAL AREA)

B. Project Location (limits, city, county, map): Palatka Municipal/Lt Kay Larkin Field/Palatka, FL/Putnam

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to earthwork, grading, permitting, construction inspection and material testing costs, mobilization and demobilization, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, lighting system improvements (includes conduits, lights, conductors, cans, lightning protection, vault, and ALCS upgrades), high-mast lights and signage, drainage, utilities, and fencing and gates, concrete sidewalk, vehicular parking pavement, including all materials, equipment, labor, and incidentals required to construct the aircraft parking apron. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): PALATKA MUNICIPAL LT KAY LARKIN FIELD CONSTRUCT TRANSIENT AIRCRAFT PARKING APRON (NORTH TERMINAL AREA)

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
441842-6-94-01	DDR	088719	2026	751000	55.004	Aviation Grant Program	\$286,822.00
441842-6-94-01	LF	088719	2026	751000	55.004	Aviation Grant Program	\$71,705.00
Total Financial Assistance							\$358,527.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	\$286,822.00	\$71,705.00	\$0.00	\$358,527.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$286,822.00	\$71,705.00	\$0.00	\$358,527.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Christina Nalsen

Department Grant Manager Name

Signature

Date

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- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Christina Nalsen (email: christina.nalsen@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

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

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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

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

a. Federal Requirements

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

b. Florida Requirements

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

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

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

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

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

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

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

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

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

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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

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

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

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

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

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

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

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EXHIBIT E3
PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
(Geoengineering and Weather Modification Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. Statutory Reference. Section 403.4115, F.S. and Section 332.004, F.S.

2. Statutory Compliance. Pursuant to Section 403.4115, F.S., as a condition of receiving funds from the Department, the Agency, a public-use airport as this term is defined in Section 332.004, F.S., shall submit a monthly report beginning November 1, 2025, identifying:

- a. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight; and
- b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

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EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

- 1. Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.
- 2. Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
 - c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.
- 3. Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall attest in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$286,822

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

RESOLUTION 2026-R-40

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR \$288,822 IN STATE FUNDING FOR CONSTRUCTION OF TRANSIENT AIRCRAFT PARKING IN KAY LARKIN AIRPORT (28J), PROVIDING FOR THE INCORPORATION OF THE GRANT INTO THE CITY'S BUDGET, AND PROVIDING FOR SCRIVENER'S ERRORS.

WHEREAS, the City of Palatka owns and operates the Palatka Municipal Lt Kay Larkin Airport (28J) which has a need for the construction of transient aircraft parking; and

WHEREAS, the Florida Department of Transportation (FDOT) has awarded the City of Palatka a \$286,822 grant for the construction of transient aircraft parking (PFL0015171); and

WHEREAS, the City Commission finds it in the best interest of the public to accept these funds and execute the necessary agreement to complete the project; and

WHEREAS, the City of Palatka will incorporate this grant into its budget using the following General Ledger (GL) accounts:

- REV 005-00-389-3-8936 FDOT NORTH TRANSIENT PARKING APRON
- EXP 005-05-542-8-6327 FDOT NORTH TRANSIENT PARKING APRON

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

1. The City Commission hereby approves and authorizes the execution of a grant agreement with FDOT for \$286,822 in state funding for the construction of transient aircraft parking at Kay Larkin Municipal Airport.
2. The City's Fiscal Year 2026 Budget shall reflect the revenue and expenditure accounts listed above.
3. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of March 2026.

By: _____
Mayor: Roberta Correa

ATTEST:

City Clerk: Karen Hayes, FCPC

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney: Jane West ESQ.

**Adopt Resolution 2026-R-41 Approve Amendment 5 to SRF Loan Agreement DW540250
Extending Deadline to September 15, 2027
Approve Amendment 5 to SRF Loan**

STAFF REPORT

DATE: March 12, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Approve Resolution 2026-R-41 which accepts Amendment 5 to SRF Loan Agreement DW540250

BACKGROUND

The City has entered into a loan agreement with the State Revolving Fund to install new Granulated Articulated Filters to the water treatment plant.

PROJECT ANALYSIS

The completion of this project has been delayed due to the necessity of other projects completing prior to testing and completing this one. Until the Variable Frequency Drives are received and installed and the SCADA system is completed, the WWTP cannot pressurize the line for the GAC system to be tested and completed. There is a wait time on the VFD that is delaying the installation of said equipment.

Staff Recommendation

The staff recommends approving Resolution 2026-R-41

ATTACHMENTS

1.	RESOLUTION 2026-R-41 AMENDMENT 5 TO SRF DW540250 GAC FILTERS
2.	AMENDMENT 5 UNSIGNED

RESOLUTION 2026-R-41

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF AMENDMENT 5 TO
STATE REVOLVING FUND LOAN AGREEMENT
DW540250 FROM THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION FOR THE
INSTALLATION OF GRANULATED ARTICULATED
CARBON FILTERS TO THE WATER TREATMENT
PLANT, AND PROVIDING FOR SCRIVENER’S ERRORS.**

WHEREAS, the City of Palatka owns and operates the Water Treatment Plant (WTP), which requires the installation of Granulated Activated Carbon Filters (GAC); and

WHEREAS, the Florida Department of Environmental Protection (FDEP) has awarded the City of Palatka a State Revolving Fund Loan (DW540250) of \$1,470,000 to install the GAC system; and

WHEREAS, the City Commission finds it in the best interest of the public to accept these funds and execute the necessary agreement to complete the project; and

WHEREAS, the City of Palatka requires an extension on the SRF Loan repayment deadlines to start on September 15, 2027;

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

- 1. The City Commission hereby approves and authorizes the execution of SRF Loan DW540250 Amendment 5 extending the repayment initiation to September 15, 2027.
- 2. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of March 2026.

CITY OF PALATKA

By: MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

**STATE REVOLVING FUND
AMENDMENT 5 TO LOAN AGREEMENT DW540250
CITY OF PALATKA**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF PALATKA, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW540250, as amended; and

Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete construction; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. Section 8.09 of the Agreement is deleted and replaced as follows:

8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(3) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: <https://www.epa.gov/grants/davis-bacon-and-related-acts-dbra>.

2. Section 8.15 of the Agreement is deleted and replaced as follows:

8.15. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

3. Article IX of the Agreement is deleted and replaced as follows:

ARTICLE IX – CONTRACTS AND INSURANCE

9.01. CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Certification that the Project Sponsor and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(6) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit the following documents:

- (a) Contractor insurance certifications.
- (b) Executed Contract(s).
- (c) Notices to proceed with construction.

(2) After the Project Sponsor has awarded the professional services contract(s), the Project Sponsor shall submit the following documents:

- (a) Executed Contract(s).
- (b) Professional Services Procurement Certification.

9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

4. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on March 15, 2028 and semiannually thereafter on September 15 and March 15 of each year until all amounts due under the Agreement have been fully paid.

5. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

- (2) Completion of Project construction is scheduled for September 15, 2027.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than September 15, 2027.

(4) The first Semiannual Loan Payment in the amount of \$87,317 shall be due March 15, 2028.

6. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 5 to Loan Agreement DW540250 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

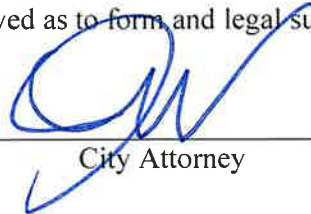
for
CITY OF PALATKA

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk
SEAL



City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

Release of Lien - 1315 Laurel Street - Principal Partners LLC
Release of Lien - 1315 Laurel Street
Case # 2024-057

STAFF REPORT

DATE: March 12, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Release the code enforcement lien encumbering 1315 Laurel Street.

BACKGROUND

Residential structure was subject to multiple code enforcement violations. A structure fire resulted in the building being deemed an imminent public health threat and summary abatement was ordered. The structure was demolished resulting in full compliance with all code violations. Property owner has paid for the demolition and administrative fees.

PROJECT ANALYSIS

The abatement resulted in successfully eliminating this blighted structure.

Staff Recommendation

Release the lien.

ATTACHMENTS

1.	1315 Laurel Lien Reduction application
2.	1315 Laurel St - Summary Abatement Order
3.	1315 Laurel Street photos
4.	Release of Lien 1315 Laurel Street

Ronald Brown
Special Magistrate



Marcia Carty
City Manager

Lorenzo Aghemo
Building and Zoning Director

Jane West, Esq.
City Attorney

Christy Lowe
Code Enforcement Coordinator

APPLICATION FOR LIEN REDUCTION

*Note, property MUST be in compliance. A lien reduction will not be processed unless all violations are in compliance. Do not submit an application for lien reduction if code violations still exist.

Date of request: 7-2-25 Case #: 2024-057

Applications must be submitted no less than fifteen (15) days prior to the next regularly scheduled Special Magistrate hearing. Special Magistrate hearings are held on the third Tuesday of every month.

Applicant information:

Requestor: Principal Partners Group, LLC

Affiliation with property:
(i.e.: owner, broker, etc.) owner

Address where correspondence should be sent:

11528 W. State Rd. 84, Suite 1061
Fort Lauderdale FL 33325
City State Zip Code

Phone Number: 727-599-6724

E-mail address: principalp67@gmail.com

Property information:

Property address: 1315 Laurel Street
Palatka FL 32177
City State Zip Code

Parcel Identification Number: 42-10-07-6850-2550-0100

Is the property vacant: ☒ Yes ☐ No If yes, for how long? _____

Full Name of Owner: Principal Partners Group LLC
If you are not the owner, attach authorization to be acting on behalf of the owner to this application.

1. Is property currently owned by a bank or a trust? Yes ☒ No

Name of Bank/Trust: _____

2. Does the bank/trust have interest in other properties? Yes No

3. Was the property that is subject of this request foreclosed? Yes No

4. Is this property the subject of bankruptcy? Yes No (If yes, attach judgment)

5. Was this property acquired through a tax deed? Yes ☒ No

6. Are there any liens, other than the City of Palatka's lien(s), on this property? Yes ☒ No (If yes, attach liens)

7. Is this property under contract to be sold? Yes ☒ No (If yes, what is the estimated closing date? _____.)

*Note: There are no assurances the settlement process will be able to meet your closing timeframe. Please allow sufficient time for the lien settlement process.

8. Does the applicant own other property in the City of Palatka? ☒ Yes No
If yes, are there active code enforcement cases or liens on any of those properties? Yes ☒ No

9. Has the applicant previously requested a lien reduction on this property or another property in the City of Palatka? Yes ☒ No - Already done?

10. Is the applicant the owner of the property when the lien was placed on the property? ☒ Yes No

If not, did the applicant have knowledge of the lien prior to taking title to the property? Yes No. If no, explain why: _____

11. What was the approximate cost of correcting the violation(s)? \$ 4750.00

12. What is the tax assessed value of the property? \$ vacant land

FINE AMOUNT DUE as of the date of the application for lien reduction: \$ 4750.00

Daily fine (if applicable): \$ _____

Please describe your situation: (Include any factors such as economic, physical, mental, that may demonstrate a hardship. You may attach any additional documents for consideration)

Under penalty of perjury, the undersigned swears or affirms that the information provided in this application is true and correct; and further acknowledges that I was given an opportunity to ask questions regarding the procedures.

[Signature]
Applicant's Signature

Date: 7-2-25

State of FLORIDA
County of BROWARD

The foregoing was sworn and subscribed before me on this 2nd day of July, 2025, by EDDY Grosse, managing member, who is personally known to me/or who has produced _____ as identification and appeared before me at the time of notarization.

Notary
Seal



DEBORAH A. MARTINO
Commission # HH 453471
Expires February 11, 2028

[Signature]
Notary Public Signature

Deborah A. MARTINO
Notary Public – print name



To: Principal Partners Group LLC, Property Owner
From: Christy Lowe Code Compliance Coordinator
Date: July 02, 2025
Location: 201 N. 2nd Street Palatka, Florida 32177
Case #: Compliant No. 2024-057

Lien Reduction/Release Fee

Total Balance Due (Total Fees) without Lien Reduction \$10,175.00
(Released) _____

Lien Reduction Fees after City of Palatka Commissioners Approval Amount Due N/A

Partial Lien Reduction Amount Due N/A

Release of Lien Amount Due \$14.95 Paid by City of Palatka

Demolishment of Property Fee \$4,500.00

Administrative Fees/Court Costs Amount Due \$250.00

Summary – Case # 2024-057 address of 1315 Laurel Street, this property was officially demolished, the shed was left on the said property it was secured and intact. If you accept the demolish and administrative fee the total due is \$4,750.00 make payment payable to the City of Palatka located at 201 N. 2nd Street Palatka, Florida 32177, please place a copy of this form and the address of property on the check for easier processing. If you have any questions, please contact my office for further assistance.

Christy Lowe
Code Compliance Coordinator
City of Palatka
386-329-0100 ext.333

Cc: Jane West, Esq. City Attorney
Lorenzo Aghemo, Planning Director

Item 20 of 47 [Show partial image*](#) Print

Check Number

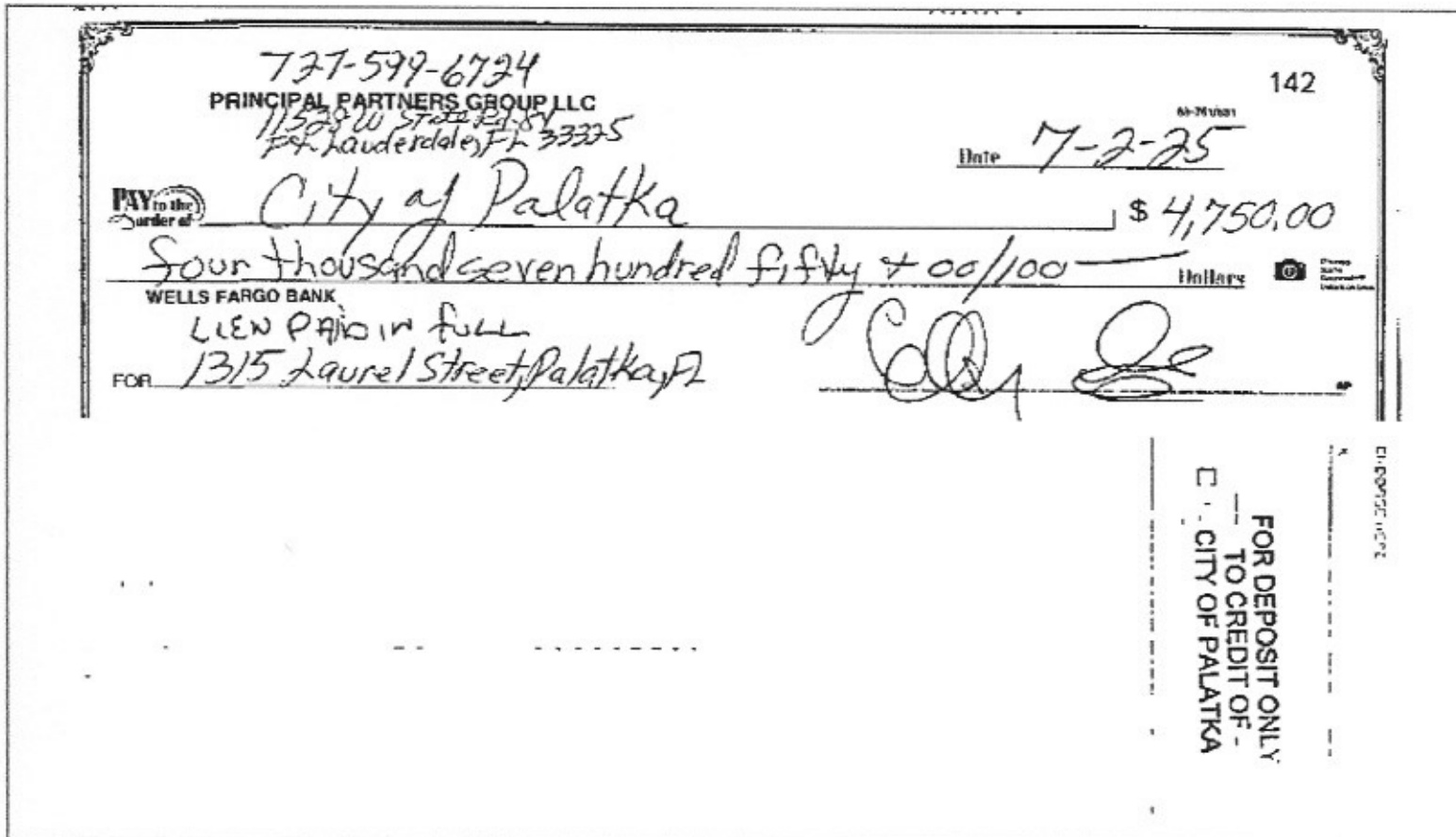
142

Date Posted

07/16/25

Check Amount

\$4,750.00



727-599-6724
PRINCIPAL PARTNERS GROUP LLC
11528 W STATE RD
FT LAUDERDALE FL 33325

142

Date 7-2-25

PAY to the order of City of Palatka \$ 4,750.00

Four thousand seven hundred fifty & 00/100 ——— Dollars

WELLS FARGO BANK

FOR LIEN PAID IN FULL
1315 Laurel Street, Palatka, FL

[Signature]

FOR DEPOSIT ONLY
TO CREDIT OF
CITY OF PALATKA

< Previous

 Flip Zoom

Next >

* For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.

You can see full or partial fronts and backs of the images by using the link at the top of the window.

 Equal Housing Lender

ROBERTA M. CORREA
MAYOR-COMMISSIONER

ANNIE H. DAVIS
COMMISSIONER

JUSTIN R. CAMPBELL, SR.
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



Regular meetings 2nd and 4th Thursdays of each month at 6:00 PM

MARCIA G. CARTY, CPA, CGFO
INTERIM CITY MANAGER
FINANCE DIRECTOR

JANE WEST, ESQ.
CITY ATTORNEY

KAREN HAYES, MMC
CITY CLERK

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

**TO: PRINCIPAL PARTNERS GROUP, LLC
11528 W STATE RD SUITE 1061
FT. LAUDERDALE, FL 33355**

VIA CERTIFIED MAIL

ORDER OF SUMMARY ABATEMENT

This is an order of summary abatement for the property located at: 1315 Laurel Street, Palatka, Florida on this 24th day of February, 2025

This property has been deemed an imminent public health threat according to Section 30-32 of the Palatka Code of Ordinances. A tract, lot or parcel of land becomes an imminent public health threat when the conditions have deteriorated such that one or more violations have occurred which have led or will lead to the property threatening or endangering the public health, safety, or welfare of city residents, to cause currently, or potentially to cause in the future, ailments or disease, and/or to create a safe harbor for illegal activity in the area.

The property owner has allowed the following violations to persist on their property, and abatement has become necessary to preserve the health and safety of the public:

 Accumulation of trash, junk, or debris, living and nonliving plant material, hazard tree(s), and/or stagnant water.

 Excessive and untended growth of grass, weeds, brush, branches, and other overgrowth.

 X Property being inhabited by, or providing a habitat for, rodents, vermin, reptiles, or other wild animals.

 X Property being a place, or being reasonably conducive to serving as a place, for illegal or illicit activity.

 X Failure to replace or repair with similar or improved material in a reasonable period, not to exceed 60 days, broken or missing building components, including, but not limited to, doors, windows, roofing material, siding, and drives/walks outside the right-of-way.

 Failure to repair, replace, or remove broken fencing, screening or decorative elements on a developed parcel or lot.

 Failure of owner of land to keep any sidewalk abutting thereon and all parkways to the curb line free and clear of all weeds, undergrowth, rubbish, debris and trash.

201 N. 2nd STREET • PALATKA, FLORIDA • 32177

PHONE: 386-329-0100

www.palatka-fl.gov

FAX: 386-329-0106

X Additional threat: The buildings are unsecure and are frequently trespassed upon. There are multiple points of unsecured ingress/egress, children have been observed playing in and around the dilapidated structure due to the ease of access. The buildings and grounds pose public health and safety risks to the citizens of Palatka. These risks have been observed by both the Chief of the Fire Department and Chief of the Police Department.

Summary abatement has been ORDERED and authorized by the city manager.



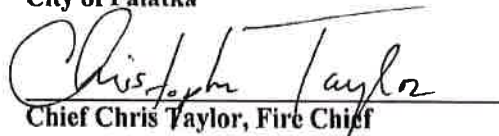
Marcia Carty, Interim City Manager
City of Palatka

Date: 2/24/25



Chief Jason Shaw, Police Chief
City of Palatka

Date: 2/21/25



Chief Chris Taylor, Fire Chief
City of Palatka

Date: 2/21/25



1315 Laurel Street



Pre-demolition (D. Green)



Demolition day – April 17, 2025 (J. West)



Post-demolition (J. West)



Prepared by and return to:
Jane West, Esq.
City Attorney
201 N. 2nd Street
Palatka, FL 32177

RELEASE OF LIEN

THE CITY OF PALATKA, a political subdivision of the State of Florida, hereby fully releases that obligation imposed by Code Enforcement Complaint No. 2024-057, recorded at Official Record Book 1765, Page 1089 on July 5, 2024, arising out of code violations at 1315 Laurel Street, Palatka, Florida 32177 against the owner of the property, Principal Partners Group, LLC.

In consideration of funds received by the City of Palatka, receipt of which is acknowledged, the City of Palatka releases this property, and all other property encumbered by this lien pursuant to Fla. Stat. 162.09. The lien in the amount is hereby deemed fully satisfied and released.

Description of Property:
Address: 1315 Laurel Street, Palatka, Florida
Parcel No.: 42-10-27-6850-2550-2100

DATED THIS 12th day of March, 2026.

CITY OF PALATKA

ATTEST:

BY: _____
ROBERTA M. CORREA
Mayor

City Clerk

ROBERTA M. CORREA
MAYOR-COMMISSIONER

ANNIE HENDERSON-DAVIS
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



CITY of *Palatka*
FLORIDA

MARCIA CARTY, CPA CGFO
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

KAREN HAYES, MMC, FCPC
CITY CLERK

CHANTEL PIERRE, CPA
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

CITY OF PALATKA BOARD/COMMITTEE APPLICATION

I, Melissa C. Miller (print full name), wish to apply for ☐ appointment or ☐ reappointment (check one) to the following Board/Committee (check one):

- | | |
|--|--|
| ☒ Airport Advisory Board | ☐ Palatka Housing Authority |
| ☐ Board of Zoning Appeals | ☐ Planning Board |
| ☐ Charter Review Committee (advisory) | ☐ Police Officers' Pension Board |
| ☐ Community Redevelopment Agency (advisory) | ☐ Putnam County Better Place Plan Oversight Committee |
| ☐ Firefighters Pension Board | ☐ Putnam County Library Board |
| ☐ General Employees' Pension Board | ☐ Tax Increment Advisory Committee (advisory) |
| ☐ Historic Preservation Board | ☐ Tree Committee (advisory) |
| ☐ Palatka Gas Authority | |

Residential address: 808 SE Wacahoota Rd, Micanopy FL 32667

Business name and address: _____

Phone: (352)214-5859

E-mail: Melissacameronmiller@gmail.com

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

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

I previously served on the AAB
Licensed Attorney

WHAT GOVERNMENT BOARDS HAVE YOU SERVED ON IN THE PAST OR CURRENTLY?

City of Palatka AAB

OTHER COMMENTS OR INFORMATION:

In accord with F.S. 760.80(4) Please indicate the following:

Applicant's race: Caucasian

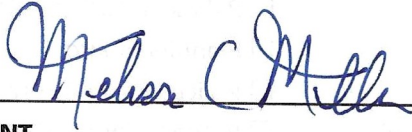
Ethnicity: Non Hispanic

Gender: Female

Physical disability, if any: N/A

AGREEMENT: *I hereby certify that all the information contained herein is true to the best of my knowledge. I hereby agree and understand that this document, once submitted, is an official/public record of the City of Palatka. I understand that the Palatka City Commission may require an interview at a publicly held meeting to consider my application. I understand that, if appointed, I will serve in a volunteer capacity on this board/committee. I also understand that, if appointed, the State of Florida may require me to file a financial disclosure with the Putnam County Supervisor of Elections within thirty (30) days of my appointment, and each year thereafter, covering my term. I understand that per the Florida Constitution I cannot serve on more than one board/committee, unless the board/committee's responsibilities are strictly advisory.*

Melissa C. Miller



2/23/26

SIGNATURE OF APPLICANT

DATE

Adopt Resolution 2026-R-43 Resolution Approving Budget Transfer for Splash Pad Project of \$110,000.

**Budget Transfer – Splash Pad Project
Request**

Approval of a budget transfer in the amount of \$110,000 to fund the updated construction cost of the Splash Pad Project.

Funds will be transferred:

- **From: 001-09-541-6-6431**
- **To: 001-15-572-6-6403**

STAFF REPORT

DATE: March 12, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

City staff is requesting Commission approval of a budget transfer of \$110,000 to supplement the originally approved funding for the Splash Pad Project. This transfer will allow the City to proceed with the project based on the updated construction estimate received from the contractor.

BACKGROUND

The City Commission previously approved the Splash Pad Project with an estimated project cost of \$375,000. The splash pad is intended to serve as a recreational amenity for residents and visitors, providing a family-friendly water play area that supports community recreation and park utilization.

Following the original approval, the City received a detailed construction estimate for the project from the selected vendor. The updated estimate reflects the full installation of the splash pad equipment, concrete work, piping, conduit, wiring, and associated infrastructure required to construct the facility.

The updated project estimate totals \$484,421.25, which exceeds the originally approved project budget.

PROJECT ANALYSIS

The updated estimate includes:

- Supply and installation of splash pad equipment
- Mechanical, electrical, and plumbing components
- Installation of interconnecting pipes, conduit, and wiring
- Concrete installation including wet play area and surrounding apron
- Specialty coating for splash pad surface

Because the updated estimate exceeds the original approved budget of \$375,000, an additional \$110,000 must be transferred to the project account to cover the full cost of construction and implementation.

Without this budget transfer, the City would not have sufficient allocated funds to proceed with the project as proposed.

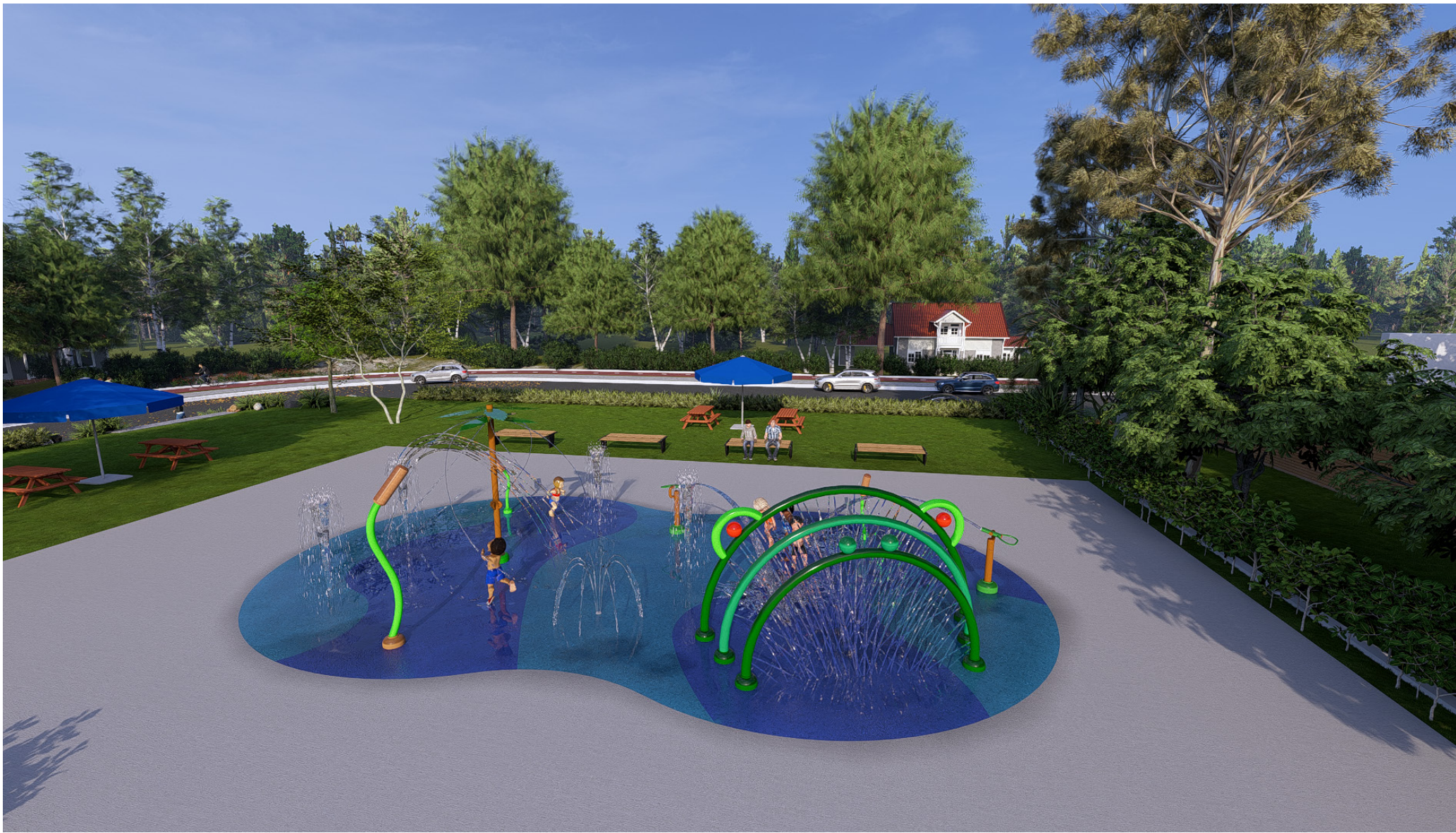
Staff Recommendation

City staff recommends that the City Commission approve the budget transfer in the amount of \$110,000 from account 001-09-541-6-6431 to account 001-15-572-6-6403 to fund the additional costs associated with the Splash Pad Project.

Approval of this transfer will allow the City to proceed with the construction and installation of the splash pad as planned.

ATTACHMENTS

1.	Splash Pad Image - City of Palatka
2.	RESOLUTION NO 2026-R-43



AWSP42-0325 CITY OF PALATKA

1000 Sq. ft. Wet Area (230 GPM)

Aqua Animal 3 - Frog, Aqua Cannon (2), Aqua Cat Tail (A, B, C), Aqua Twirling Palm, Aqua Geyser (4), Aqua Spider (2)





AWSP42-0325 CITY OF PALATKA

1000 Sq. ft. Wet Area (230 GPM)

Aqua Animal 3 - Frog, Aqua Cannon (2), Aqua Cat Tail (A, B, C), Aqua Twirling Palm, Aqua Geyser (4), Aqua Spider (2)





AWSP42-0325 CITY OF PALATKA

1000 Sq. ft. Wet Area (230 GPM)

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Aqua Geyser (4), Aqua Spider (2)





AWSP42-0325 CITY OF PALATKA

1000 Sq. ft. Wet Area (230 GPM)

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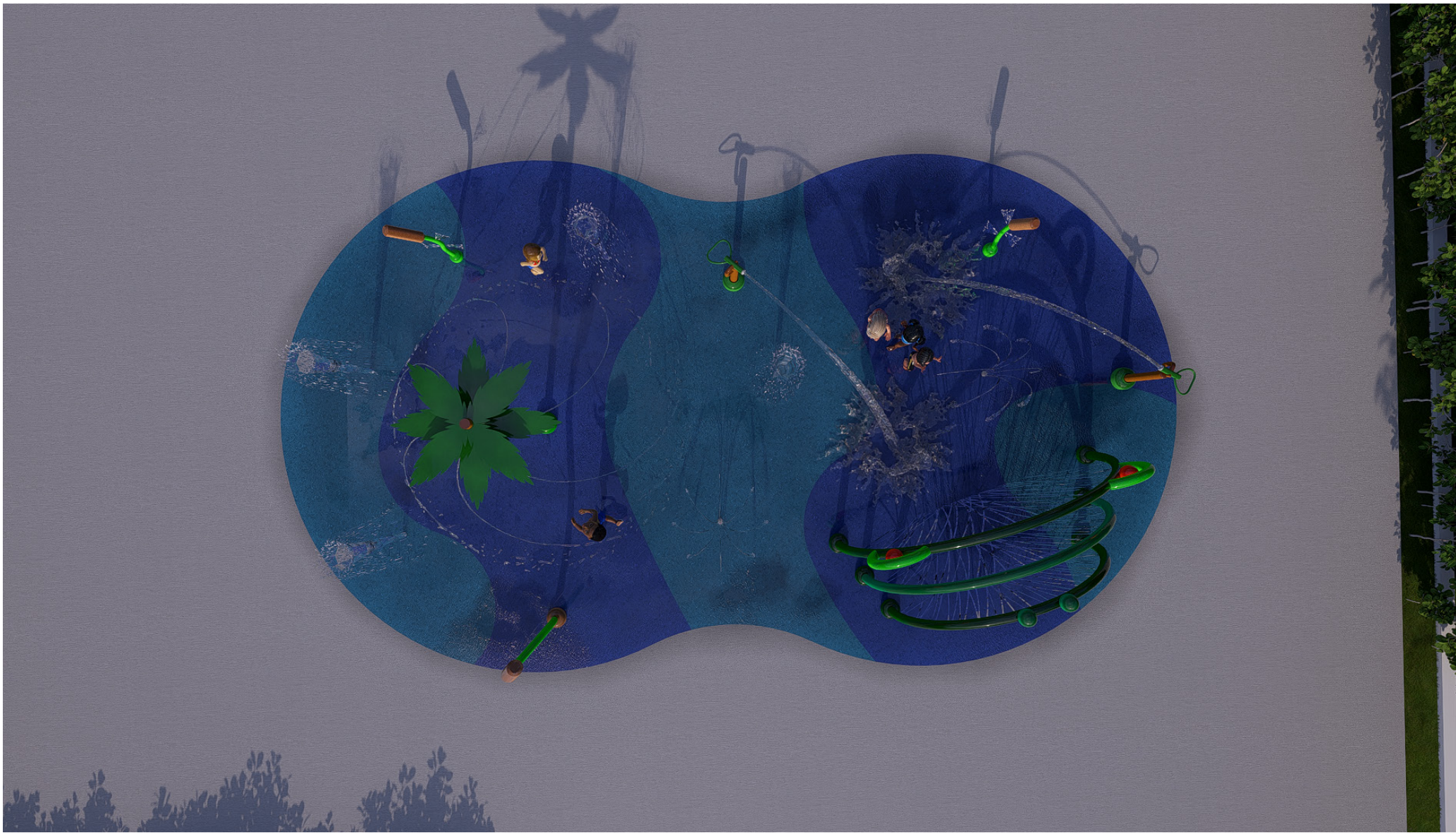


AWSP42-0325 CITY OF PALATKA

1000 Sq. ft. Wet Area (230 GPM)

Aqua Animal 3 - Frog, Aqua Cannon (2), Aqua Cat Tail (A, B, C), Aqua Twirling Palm,
Aqua Geyser (4), Aqua Spider (2)





AWSP42-0325 CITY OF PALATKA

1000 Sq. ft. Wet Area (230 GPM)

Aqua Animal 3 - Frog, Aqua Cannon (2), Aqua Cat Tail (A, B, C), Aqua Twirling Palm, Aqua Geyser (4), Aqua Spider (2)



RESOLUTION NO. 2026-R-43

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, APPROVING A BUDGET TRANSFER IN THE AMOUNT OF \$110,000 FOR THE SPLASH PAD PROJECT; PROVIDING FOR THE TRANSFER OF FUNDS FROM GL ACCOUNT 001-09-541-6-6431 TO GL ACCOUNT 001-15-572-6-6403; AND PROVIDING FOR SCRIVENER'S ERRORS.

WHEREAS The City of Palatka previously approved the Splash Pad Project with an estimated project cost of **\$375,000** to provide a recreational water play amenity for residents and visitors; and.

WHEREAS, The City has received an updated construction estimate for the Splash Pad Project totaling **\$484,421.25**, which includes the supply and installation of splash pad equipment, concrete work, piping, electrical components, and related infrastructure; and

WHEREAS,

The updated project estimate exceeds the originally approved budget, requiring additional funding to proceed with the project; and

WHEREAS,

City staff recommends approving a **budget transfer in the amount of \$110,000** to supplement the previously approved funding for the Splash Pad Project; and

WHEREAS,

The proposed budget transfer will move funds **from GL Account 001-09-541-6-6431 to GL Account 001-15-572-6-6403** to cover the additional project costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF PALATKA, FLORIDA:

Section 1: The City Commission hereby approves a **budget transfer in the amount of \$110,000** from **GL Account 001-09-541-6-6431 to GL Account 001-15-572-6-6403** to fund the additional costs associated with the Splash Pad Project.

Section 2: The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 12th day of March 2026.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

TEAM BUILDING CONSIDERATIONS

Vendors (Facilitators)

Community Hands of Hope, LLC
Akramoff Consulting ,LLC
Dinahsty's Consulting, LLC

Venues

Ravine Gardens
Catered Meal
Painting with a Twist
Crystal Cove – \$300
Catered Meal
Painting with a Twist

Open to Commissioners' suggestions for venues

Caterers (if Needed)

Sonny's
Niko's

Activity concept

Corporate Painting Team Building Activities for Enhanced Collaboration

Corporate painting team building activities have become a popular strategy for enhancing employee collaboration, creativity, and communication. These activities provide a unique and engaging way for teams to connect outside of traditional office environments, promoting teamwork and boosting morale. This article explores the benefits, types, and best practices for implementing corporate painting sessions as effective team-building exercises.

Furthermore, painting reduces workplace stress, providing a relaxing break from routine. This stress relief is critical for maintaining employee well-being and increasing productivity. Additionally, these activities enhance problem-solving and critical thinking by encouraging team members to plan, execute, and adjust their artistic approaches cooperatively.

In guided sessions, a professional artist leads the group through a step-by-step painting process. This method ensures everyone, regardless of skill level, can participate with confidence, producing a shareable final product. Such sessions build unity by focusing on a common goal under expert guidance.

Activity Vendors

(1) Paint the town

Corporate Events | Virtual and In-Person Paint Parties for Teams



How It Works

Our onsite paint parties are 2 hours long, private to your group, and hosted in-person by a fun and engaging artist. We take care of everything for you, so just sit back and enjoy! We handle scheduling, reserving your artist, accommodating special requests, and getting your event set up with all painting supplies. The only items we don't bring are tables and chairs.

Painting Options

Choose from one of our dozens of [painting options](#), or request your own!

Venue

As an on-demand service, we bring the party onsite to you! We can host at your office, home, a restaurant, or a venue of your choice. All we need from you are tables, chairs, and a sink nearby for water cups to wash brushes.

Pricing

Canvas Painting: \$32 per person, which is valid for 20 or more painters. This rate includes 2 hours of guided painting time, all supplies (canvas panels, brushes, paints, easels, aprons, and table covers), and setup. Your instructor will arrive early to set up.

Please note, we need at least 8 days' advance notice on your headcount for any of the

following event types, so that we can prepare the materials accordingly (or else a rush fulfillment fee per person may be applied)!

Tote Bag Painting: 1 tote bag per person, additional \$5 per painter

Mini-Canvas Magnet Painting: 4 mini-canvas magnets per person, additional \$5 per painter

Coaster Painting: 4 wooden coasters per person, additional \$5 per painter

Glass Painting: 90-minute event, 2 glasses per person, additional \$6 per painter

Watercolor Card Painting: 4 watercolor cards and 4 envelopes per person, additional \$5 per painter

Paint Your Pet: 1 canvas per person, pre-sketched with individual pet, \$50 per painter

Additional Fees

- \$65 travel fee for distance and driving time to 32177.
- If free parking is not available onsite, our parking fees would need to be covered.
- If painting time exceeds allotted time (e.g. due to guests being late), we may add an overtime fee of \$75 per 30 minutes per artist (typically 1).

(2) Veda Crossland Holmes - Local

Onsite painting parties 1 an 1/2 hours long, private to your group, and hosted in-person by a fun and engaging artist.

She can host at a venue of your choice. Items needed are tables, chairs, and a sink nearby for water cups to wash brushes.

Canvas Painting: \$20 per person, which is valid for 20 or more painters. This rate covers guided painting time, all supplies (canvas panels, brushes, paints, easels, aprons, and table covers), and setup

STAFF REPORT

DATE: March 12, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Allow revisions to the vacation policy to ensure alignment with current payroll practices and improve clarity within the policy language.

BACKGROUND

The City of Palatka Vacation Policy has been reviewed and updated to reflect operational and payroll system changes. The revisions are administrative in nature and are intended to ensure consistency, accuracy, and clarity within the policy.

PROJECT ANALYSIS

SUMMARY OF CHANGES:

- **Section 7, Item A:** Updated to reflect the City's transition from ADG to ADP payroll software. Vacation accrual has been revised from a monthly accrual method (under ADG) to a bi-weekly accrual method (under ADP) to align with the current payroll processing schedule.
- **Section 7, Item H:** The word "hours" was added to clarify the maximum amount of vacation hours eligible for payout upon separation, ensuring consistency and clear interpretation of the policy.

Staff Recommendation

Approval of the revised Vacation Policy as presented. The revisions are administrative and do not change the total accrual rates or payout limits therefore, no fiscal impact to the City.

ATTACHMENTS

1.	Vacation Policy
----	-----------------

SECTION 07.0 VACATION POLICY:

07.1 POLICY:

Revised 10/2018

Adopted 10/11/2018

- A. Full time employees will begin accruing vacation leave on a monthly **bi-weekly** basis upon hire. Leave can be **used after ninety (90) calendar days from hire date.** With this in mind, employees are expected to take annual vacations. Employees may accrue above two hundred and forty (240} hours for forty (40} per week and up to three hundred and sixty (360} hours for fifty-six (56} hours per week vacation time in the course of the fiscal year. At the end of the fiscal year, if an employee should have an excess of two hundred and forty (240} hours for forty (40} per week and up to three hundred and sixty (360} hours for fifty-six (56} hours, those employees vacation time will be reset back to maximum pay out hours. Maximum payout is equivalent to two hundred and forty (240} hours for forty (40} per week and up to three hundred and sixty (360) hours for fifty-six (56) hours per week employees.
- (1) Effective October 1, 1987, employees whose annual leave balance exceeds two hundred and forty (240) or three hundred sixty (360} hours on their anniversary date, will have the option to elect to receive payment for fifty (50) percent of the hours over two hundred and forty (240) or three hundred and sixty (360}{the remaining fifty (50} percent will be canceled), or to convert one hundred (100} percent of the hours over to sick leave.
- B. Employees may take only up to the earned vacation days credited to them at the time of their vacations. Use of unearned vacation time will not be authorized.
- C. Precedence in choosing a vacation should be governed with the department.
- D. The department head shall schedule vacations as the scheduling of work permits. Employees may request a vacation for any time.
- E. Department heads should notify the City Manager's Office one (1) month in advance of their intended vacation periods that are in excess of five consecutive days or longer, so that vacations may be coordinated to ensure the efficient operation of City Services.
- F. The employee's employment anniversary date will be the basis for computing

earned vacation time.

- G.** Permanent employees with no breaks in service, who are on a regular weekly schedule will be accruing the following vacation time upon hire date, to be used after ninety {90} calendar days:

Years of Service	<u>Annual Accrual</u>	
	General/Police	Fire
• Hire Date to Completion of Seven (7) Years	80 hrs.	144 hrs.
• Completion of Seven (7) Years to		
Completion of Fifteen (15) Years	120 hrs.	204 hrs.
• After Completion of Fifteen (15) Years	160 hrs.	264 hrs.

After completion of Twenty {20} years, employees receive an additional weeks pay on anniversary of hire date.

- H.** Employees will receive payment for unused vacation for a maximum of two hundred and forty (240) hours for forty (40) **hours** per week and up to three hundred and sixty (360) hours for fifty-six {56} hours per week employees.

If the City rehires them as a full-time employee after seven (7) calendar days, they must complete ninety {90} calendar days to be eligible to use accumulated vacation leave time again. If the City rehires them as a part time employee, all accumulated vacation leave is forfeited. Contract and part-time employees are not eligible for vacation leave benefit

- I.** No additional time, with pay, will be allowed to replace any time lost during an employee's vacation because of illness.

Second Reading: Adopt Ordinance 2026-18 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE PALATKA MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR PUBLIC MURALS; PROVIDING DEFINITIONS, PURPOSE, PERMIT REQUIREMENTS, DESIGN REVIEW, MAINTENANCE STANDARDS, LONG-TERM CARE, AND REMOVAL/RESTORATION PROCEDURES; PROVIDING FOR ENFORCEMENT, PENALTIES, SEVERABILITY, SCRIVENER’S ERRORS, AND AN EFFECTIVE DATE.

STAFF REPORT

DATE: March 12, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

The City of Palatka has a rich and distinctive history shaped by its location along the St. Johns River, which has served as a vital economic, cultural, and transportation corridor for Indigenous peoples, settlers, and generations of residents. In addition, Palatka’s identity has been profoundly shaped by its significant African American community, whose contributions to the City’s cultural, social, economic, and civil rights history are integral to Palatka’s past, present, and future. Murals and other forms of public art can serve as powerful tools to celebrate and interpret local history, natural resources, and cultural narratives, foster civic pride, enhance community identity, and support heritage-based tourism.

PROJECT ANALYSIS

The ordinance seeks to establish a regulatory framework that encourages high-quality murals that reflect Palatka’s history, natural environment, and diverse cultural heritage, while providing reasonable permitting, maintenance, and preservation standards to ensure murals remain assets to the community over time.

Staff Recommendation

Staff recommends approving the Ordinance.

ATTACHMENTS

1.	18. Ordinance 2026-18 Mural Ordinance
2.	Business Impact Statement - Murals

ORDINANCE NO. 2026-18

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE PALATKA MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR PUBLIC MURALS; PROVIDING DEFINITIONS, PURPOSE, PERMIT REQUIREMENTS, DESIGN REVIEW, MAINTENANCE STANDARDS, LONG-TERM CARE, AND REMOVAL/RESTORATION PROCEDURES; PROVIDING FOR ENFORCEMENT, PENALTIES, SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Palatka has a rich and distinctive history shaped by its location along the St. Johns River, which has served as a vital economic, cultural, and transportation corridor for Indigenous peoples, settlers, and generations of residents; and

WHEREAS, Palatka is home to unique natural and historic resources, including Ravine Gardens State Park, whose landscape and historic works projects reflect the City's longstanding relationship with conservation, tourism, and public spaces; and

WHEREAS, the City's heritage includes the legacy of William Bartram, whose early exploration and documentation of the region's flora, fauna, and waterways brought international recognition to the natural beauty of the St. Johns River and surrounding landscapes; and

WHEREAS, Palatka's identity has been profoundly shaped by its significant African American community, whose contributions to the City's cultural, social, economic, and civil rights history are integral to Palatka's past, present, and future; and

WHEREAS, murals and other forms of public art can serve as powerful tools to celebrate and interpret local history, natural resources, and cultural narratives, foster civic pride, enhance community identity, and support heritage-based tourism; and

WHEREAS, the City Commission recognizes that, without clear standards, murals may be subject to inconsistent treatment under existing sign and land development regulations, potentially discouraging artistic expression and creating uncertainty for property owners and artists; and

WHEREAS, the City has a legitimate governmental interest in regulating the placement, size, design, and maintenance of murals to protect public safety, preserve community aesthetics, and ensure compatibility with surrounding land uses, while respecting constitutional protections for expressive activity; and

WHEREAS, the City Commission desires to establish a regulatory framework that encourages high-quality murals that reflect Palatka's history, natural environment, and diverse cultural heritage, while providing reasonable permitting, maintenance, and preservation standards to ensure murals remain assets to the community over time; and

WHEREAS, the adoption of a mural ordinance will promote predictability, transparency, and fairness in the review of mural applications, support long-term stewardship of public art, and advance the City's goals related to cultural enrichment, tourism, and economic vitality.

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

SECTION 1. FINDINGS AND PURPOSE.

- (a) The City Commission finds that murals and public art contribute to:
1. The enhancement of public spaces and neighborhood character.
 2. The celebration of local heritage, including Palatka's history, culture, natural resources, and stories integral to the community's identity.
 3. Economic development and tourism attraction with public art walking tours, mural mapping, and cultural engagement consistent with community revitalization goals.
- (b) The purpose of this ordinance is to:
1. Provide a clear permitting procedure for murals consistent with the City's sign and land development codes.
 2. Encourage artistic expression while protecting health, safety, and welfare.
 3. Promote high-quality, contextually sensitive murals that reflect Palatka's character.
 4. Establish standards for maintenance, care, and preservation of murals.

SECTION 2. DEFINITIONS.

Mural. A work of visual art executed on a building wall or surface, visible from a public right-of-way, that does not contain commercial advertising or signage as defined in the City's sign code. Murals may include painting, mosaic, tile, fresco, or similar permanent media.

Applicant. The individual, artist, property owner, or authorized agent applying for a mural permit under this ordinance.

Maintenance Manual. A document submitted with the mural permit application describing materials, protective coatings, expected maintenance schedule, and responsible parties.

Historic Mural. A mural that reflects historic events, persons, or themes important to Palatka's cultural heritage.

SECTION 3. APPLICABILITY AND SCOPE.

This ordinance applies to all new murals proposed on exterior walls of both public and private buildings within the City of Palatka, except where federal, state, or local laws preclude regulation.

SECTION 4. PERMIT REQUIREMENTS.

(a) Permit Required.

No person shall install a mural without first obtaining a Mural Permit from the City. The application shall be submitted to the Planning Department on a form prescribed by the City.

(b) Application Contents.

An application must include:

1. A scaled color rendering of the proposed mural.
2. Location and dimensions of the mural.
3. Description of materials, substrates, and protective finishes.
4. Artist information and qualifications.
5. Maintenance Manual specifying long-term care plan.
6. Proof of property owner consent.

(c) Review and Approval.

The Planning Director or designee shall review applications for:

1. Consistency with historic and architectural context.
2. Conformance with safety and structural integrity standards. Murals placed on panels mounted to exterior structures are preferable to direct application to exterior structures for ease of maintenance and portability.
3. Coordination with the Conlee-Snyder Mural Committee is strongly encouraged.
4. Compliance with content neutrality consistent with First Amendment precedents (i.e., content must not be regulated based on viewpoint).

SECTION 5. DESIGN STANDARDS AND CRITERIA.

(a) Murals shall:

1. Be designed to complement the architecture and historic character of the building.
2. Avoid imagery that interferes with building egress, safety features, or public utilities.
3. Reflect themes relevant to Palatka's history, culture, natural resources, or tourism assets (e.g., riverfront heritage, local ecosystems, notable residents).

(b) The City may establish optional guidelines or a Public Art Advisory Committee to provide design advice and community input on murals.

SECTION 6. MAINTENANCE AND PRESERVATION STANDARDS.

(a) Maintenance Plan Required.

All mural permit applications must include a Maintenance Plan with:

1. Specified cleaning methods.
2. Protective coatings or sealants to resist fading and weathering.
3. A schedule for periodic inspection and upkeep.

(b) Owner Responsibilities.

1. Mural owners (property owners or designees) shall ensure the mural is maintained in good condition.
2. The mural surface shall not exhibit peeling, cracking, significant fading, or graffiti that is not promptly removed.
3. Annual written certification of maintenance compliance may be required by the City.

(c) Preservation of Historic Murals.

If the mural is one of historical significance, the City may coordinate with preservation authorities to ensure conservation best practices are used.

SECTION 7. LONG-TERM CARE AND CHANGE OF OWNERSHIP.

- (a) Upon sale or transfer of property, the existing mural permit and associated maintenance obligations transfer to the new owner.
- (b) Murals must be maintained indefinitely in accordance with this ordinance unless an approved removal procedure is followed.
- (c) The City may establish a registry of murals for tourism and cultural inventory purposes.

SECTION 8. REMOVAL OR RESTORATION PROCEDURES.

(a) Voluntary Removal.

A property owner wishing to remove a mural must apply for a Removal Permit explaining reasons (e.g., structural issues, redevelopment) and provide a restoration or archival plan.

(b) Involuntary Removal.

The City may require removal or restoration when a mural:

1. Creates a safety hazard or violates building or fire codes.
2. Is structurally failing and endangers public welfare.
3. Is abandoned or has deteriorated due to neglect (after notice and opportunity to cure).

(c) Restoration.

If a mural is deteriorated but of cultural or historic value, the City may require a Restoration Plan approved by the Planning Department and crafted in consultation with qualified conservators.

SECTION 9. ENFORCEMENT AND PENALTIES.

Violations of this ordinance shall be enforced through civil code enforcement procedures.

Penalties may include:

1. Fines consistent with similar municipal violations.
2. Requirement to restore or repaint the mural in compliance with approved plans.
3. Revocation of mural permit for repeated violations.

SECTION 10. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is held invalid, the remainder shall remain in full force and effect.

SECTION 11. MUNICIPAL CODE.

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

SECTION 12. SCRIVENER'S ERRORS.

The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

SECTION 13. EFFECTIVE DATE.

This ordinance shall become effective upon adoption and publication as provided by law.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 12th day of March, 2026.

CITY OF PALATKA, FLORIDA

By:

Roberta Correa, Mayor

ATTEST:

APPROVED AS TO LEGAL SUFFICIENCY:

Karen Hayes, City Clerk

Jane West, Esq., City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "MURAL ORDINANCE" More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE PALATKA MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR PUBLIC MURALS; PROVIDING DEFINITIONS, PURPOSE, PERMIT REQUIREMENTS, DESIGN REVIEW, MAINTENANCE STANDARDS, LONG-TERM CARE, AND REMOVAL/RESTORATION PROCEDURES; PROVIDING FOR ENFORCEMENT, PENALTIES, SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

¹ See Section 166.041(4)(c), Florida Statutes.

- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
The ordinance establishes a regulatory framework that encourages high-quality murals that reflect Palatka's history, natural environment, and diverse cultural heritage, while providing reasonable permitting, maintenance, and preservation standards to ensure murals remain assets to the public over time.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
None. There are no mandates for businesses.

4. Additional information the governing body deems useful (if any):

First Reading: ORDINANCE 2026-19 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, REVISING THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA, BY PROVIDING FOR AN UPDATE TO THE BENEFITS PAYABLE TO FIREFIGHTER PENSION RETIREES; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR PUBLICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

STAFF REPORT

DATE: March 12, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	19. Ordinance 2026-19 Ordinance - fixed multiplier - 4925-4389-2086.1
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ORDINANCE 2026-19

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, REVISING THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA, BY PROVIDING FOR AN UPDATE TO THE BENEFITS PAYABLE TO FIREFIGHTER PENSION RETIREES; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR PUBLICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as of October 1, 2025, the Professional Firefighters of Palatka and the City of Palatka have entered into a collective bargaining agreement which provides for certain pension benefit changes;

WHEREAS, in accordance with Florida Statute §447.309, the City desires to amend the firefighters' defined benefit plan (the "Plan") to incorporate the collectively bargained changes;

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

Section 1: Section 2-240, Amount of a pension; effect of re-employment, subsection (b)(2) of the Palatka City Code if hereby amended to read as follows:

(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 percent.

The percent effective October 1, 2022 has been redetermined to be eighty-five hundredths percent.

Effective October 1, 2025, the pension multiplier for all service after the effective date shall be a fixed amount of 3.27% for all members, both current and future.

Section 2: If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full force and effect.

Section 3: All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: This ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka.

Section 5: This Ordinance shall become effective immediately upon adoption, hereinafter defined as the Effective Date.

PASSED on first reading by the City Commission of the City of Palatka, Florida, this ____ day of _____, 2022.

PASSED AND ADOPTED on the second reading by the City Commission of the City of Palatka, Florida, this ____ day of _____, 2025.

MAYOR

Attest:

City Clerk

Approved as to form and legality:

City Attorney

Coding: Words in strikeout type are deletions from existing text.
Words in underline type are additions.

First Reading: Ordinance 2026-22: AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, CALLING AND PROVIDING FOR A REFERENDUM ELECTION FOR SUBMISSION TO THE ELECTORS OF THE CITY OF PALATKA OF PROPOSED AMENDMENTS TO THE CITY CHARTER PURSUANT TO SECTION 166.031, FLORIDA STATUTES; PROVIDING BALLOT TITLES AND BALLOT SUMMARIES FOR PROPOSED CHARTER AMENDMENTS; PROVIDING FOR THE ELECTION DATE, FORM OF BALLOT, NOTICE, AND ADMINISTRATION OF THE ELECTION BY THE PUTNAM COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AN EFFECTIVE DATE, AND SCRIVENER'S ERRORS.
Charter Review Referendum

STAFF REPORT

DATE: March 12, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Adopt the ordinance.

BACKGROUND

The City of Palatka's inaugural charter review committee proposes 18 different questions to pose to the electors that would amend the Palatka charter. Those amendments include the following: provide a preamble; remove sections that are no longer relevant; add a section defining the city's powers; cleans up language for clarity and relevance; established the time frame for commissioner's residency requirements and removes language regarding the city running its own elections; requires physical attendance at meetings for purposes of establishing a quorum; revises the timing of taking office; adds the role of vice-mayor, updates language and corrects errors; corrects gender-specific language; adds a new section for qualification of elected officials; adds a new section prohibiting interference with administration; deletes the city manager's hiring and firing of the city attorney; adds a city manager residency requirement; adds a section relating to the city attorney; adds a section establishing regular charter reviews; adds a citizen referendum process.

PROJECT ANALYSIS

Staff Recommendation

Approve the ordinance.

ATTACHMENTS

1.	22. Ordinance 2026-22 Charter Referendum
2.	Business Impact Statement - Charter Referendum
3.	CRC Ballot Language Matrix

ORDINANCE NO. 2026-22

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, CALLING AND PROVIDING FOR A REFERENDUM ELECTION FOR SUBMISSION TO THE ELECTORS OF THE CITY OF PALATKA OF PROPOSED AMENDMENTS TO THE CITY CHARTER PURSUANT TO SECTION 166.031, FLORIDA STATUTES; PROVIDING BALLOT TITLES AND BALLOT SUMMARIES FOR PROPOSED CHARTER AMENDMENTS; PROVIDING FOR THE ELECTION DATE, FORM OF BALLOT, NOTICE, AND ADMINISTRATION OF THE ELECTION BY THE PUTNAM COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AN EFFECTIVE DATE, AND SCRIVENER'S ERRORS.

WHEREAS, The City of Palatka is a Florida municipal corporation operating under a home rule charter; and

WHEREAS, Section 166.031, Florida Statutes, authorizes the governing body of a municipality to submit proposed charter amendments to the electors of the municipality for approval by referendum; and

WHEREAS, the City Commission desires to submit multiple proposed charter amendments to the electors of the City of Palatka at a referendum election; and

WHEREAS, the City Commission finds that the ballot titles and ballot summaries set forth in this Ordinance fairly inform the voter of the chief purpose of each proposed charter amendment;

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

Section 1. Recitals.

The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authority.

This Ordinance is adopted pursuant to the Florida Constitution, the City's home rule powers, and Section 166.031, Florida Statutes, and other applicable provisions of Florida law, including Section 101.161, Florida Statutes, as applicable.

Section 3. Calling referendum election; election date.

A referendum election is hereby called and shall be held for the purpose of submitting to the electors of the City of Palatka the proposed Charter amendments described in Exhibit "A" (Text of Proposed Charter Amendments). The referendum shall be held on November 3, 2026.

Section 4. Administration of election; canvass.

The referendum election shall be conducted and administered by the Putnam County Supervisor of Elections in accordance with applicable Florida law. The results shall be canvassed and

certified in accordance with general law, and the City Commission shall accept and declare the results as certified.

Section 5. Form of ballot; ballot questions.

The ballot shall present each proposed Charter amendment as a separate question, substantially in the form set forth in Exhibit “A.” The ballot shall provide for voting “YES” or “NO” on each question.

Section 6. Majority approval; effectiveness of amendments.

Each proposed Charter amendment shall become effective only upon approval by a majority of the qualified electors voting on that question at the referendum election, and upon certification of the election results. The effective date of any approved amendment(s) shall be the date of certification of the election results, unless otherwise stated in the approved amendment text.

Section 7. Notice of election.

The City Clerk is authorized and directed to coordinate with the Putnam County Supervisor of Elections and to provide all required notices of the referendum election in the manner and time required by Florida law, including publication of notice(s) and any required availability of the full text of the proposed Charter amendments.

Section 8. Codification.

If any proposed Charter amendment is approved by the electors, the City Clerk and City Attorney are authorized to take ministerial steps to incorporate the approved amendment(s) into the City Charter and to update numbering, cross-references, headings, and formatting as necessary to codify the approved amendment(s) consistent with voter intent.

Section 9. Severability.

If any section, sentence, clause, phrase, or portion of this Ordinance is held invalid, the remainder shall not be affected and shall remain in full force and effect.

Section 10. Conflicts.

All ordinances or parts of ordinances in conflict herewith are repealed to the extent of the conflict.

Section 11. Scrivener’s Errors.

The City Commission hereby authorizes the City Manager, or designee, to correct typographical scrivener’s errors in this Ordinance and its exhibits after adoption without further public hearing, provided such corrections do not change the substance or meaning of the Ordinance. The City Clerk shall post a corrected copy of the Ordinance as amended by any such typographical scrivener’s error correction.

Section 12. Effective date.

This Ordinance shall take effect as provided by law.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 26th day of March 2026.

CITY OF PALATKA, FLORIDA

By:

Roberta Correa, Mayor

ATTEST:

APPROVED AS TO LEGAL SUFFICIENCY:

Karen Hayes, City Clerk

Jane West, Esq., City Attorney

EXHIBIT A

QUESTION 1

Ballot Title, Summary and Proposed Amendment – Preamble

A. Introduction/Purpose.

This Charter amendment would create a preamble to the charter. Many other municipalities have preambles, but the City of Palatka's charter does not. While the preamble does not create any specific rights or duties, it provides a statement of who Palatka is and its goals.

B. Ballot Proposal: The ballot title and question for Question #1 are as follows:

CREATING A PREAMBLE TO THE CHARTER OF THE CITY OF PALATKA

Amending the charter by creating a preamble, stating the values, goals and purposes of the charter. This charter amendment does not create any new rights, duties, obligations, or prohibitions.

C. Text Revisions: Part I, Preamble of the City of Palatka Charter is created. (Underline text is added to the charter).

PART I - PREAMBLE

We the people of the City of Palatka, under the constitution and laws of the state of Florida, in order to secure the benefits of local self-government and to provide for an honest and accountable commission-manager government do hereby adopt this home rule charter and confer upon the city the following powers, subject to the following restrictions, and prescribed by the following procedures and governmental structure. By this action, we affirm the values of representative democracy, home rule and self-determination,

professional management, strong political leadership, public engagement, diversity, justice, environmental stewardship, equality and inclusiveness.

QUESTION 2

Ballot Title, Summary and Proposed Amendment – Part I, Article I, Sections 1-4

A. Introduction/Purpose.

This Charter amendment will delete Sections 1-4 of Article I as they are no longer relevant as it related to abolishing the old municipality in 1923 and reestablishing a new municipality. The renumbering would renumber section 5 (boundaries) as section 2 – to remain boundaries.

B. Ballot Proposal: The ballot title and question for Question #2 are as follows:

DELETING SECTIONS THAT ARE NO LONGER RELEVANT AND
RENUMBERING

This Charter amendment will delete Sections 1-4 of Article I as they are no longer relevant and will renumber the sections accordingly.

C. Text Revisions: Part I, Article I, Section 1-4 are amended. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Sec. 1. – Old municipality abolished.

~~That the existing municipality of the City of Palatka, in the County of Putnam, State of Florida, be, and the same is hereby abolished.~~

~~(Laws of Fla., ch. 9875(1923), § 1)~~

Sec. 2. – New municipality established; right of perpetual succession, use of common seal.

~~That all the inhabitants comprehended within the limits of the territory hereinafter described shall be and are hereby constituted a municipal corporation, as a body politic and corporate, under and by the name of the City of Palatka, and as such shall have perpetual succession and shall have and use a common seal and change the same as [at] its pleasure.~~

~~(Laws of Fla., ch. 9875(1923), § 2)~~

Sec. 3. – Vesting of choses in action, property, etc., of old municipality.

~~That the title, rights and ownership of property, uncollected taxes, dues, claims, judgments, decrees and choses in action, held or owned by the municipality of Palatka shall pass to, and be vested in the municipal corporation organized under this act to succeed the municipality abolished.~~

~~(Laws of Fla., ch. 9875(1923), § 4)~~

Sec. 4. – Contracts, debts, etc., of old municipality.

~~That no obligation or contract of the said municipality including bonds heretofore issued, shall be impaired or avoided by this act, but such debts and obligations shall pass to and be binding upon the new municipality hereby created.~~

QUESTION 3

Ballot Title, Summary and Proposed Amendment – Part I, Article I, Section 1

A. Introduction/Purpose.

This charter amendment explains the purpose of a city charter and begins by defining the scope of the city's powers. It addresses the context in which such powers operate, including the effect of state law and the desirability of cooperation with other localities.

B. Ballot Proposal: The ballot title and question for Question #3 are as follows:

ADDING A SECTION DEFINING THE CITY'S POWERS

C. Text Revisions: Part I, Article I, Section 1 is amended. (Underline text is added to the charter).

The City of Palatka shall have all powers possible for a city to have under the constitution and laws of Florida as fully and completely as though they were specifically enumerated in this charter. The powers of the City of Palatka under this charter shall be construed liberally in favor of the city, and the specific mention of particular powers in the charter shall not be construed as limiting in any way the general power granted in this article. The City of Palatka may participate by contract or otherwise with any governmental entity of this state or any other state or states or the United States in the performance of any activity which one or more of such entities has the authority to undertake.

QUESTION 4

Ballot Title, Summary and Proposed Amendment – Part I, Article II, Section 21

A. Introduction/Purpose.

This charter amendment deletes irrelevant language and removes the language for when elected officials should take office because the time designated for assuming office is addressed in Section 24. It also codifies the fact that Palatka does not have term limits.

B. Ballot Proposal: The ballot title and question for Question #4 are as follows:

CLEANING UP LANGUAGE FOR CLARITY AND RELEVANCE

C. Text Revisions: Part I, Article II, Section 21 is amended. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

The form of government of the City of Palatka, provided for under this act, shall be known as the "commission-manager plan," and there is hereby created a city commission for said city, which shall consist of five (5) persons, who shall be elected at large, one of whom shall be mayor. Said commissioners and mayor shall hold office beginning on the first Monday in January next after their election as herein provided in the manner

~~following:~~ Elections shall occur in four-year, staggered terms that take place every two years. Elections for the mayor and commissioner groups 2 and 4 shall coincide with federal mid-term elections. Elections for commissioner groups 1 and 3 shall coincide with federal general elections. Terms for the mayor and all city commissioners shall be four (4) years. There are no restrictions on reelection to subsequent four-year terms.

QUESTION 5

Ballot Title, Summary and Proposed Amendment – Part I, Article II, Section 22

A. Introduction/Purpose.

The revision clarifies how long a commissioner must be residents of the City of Palatka and deletes language that made reference to the City of Palatka running its own elections.

B. Ballot Proposal: The ballot title and question for Question #5 are as follows:

ESTABLISH TIME FRAME FOR COMMISSIONER'S RESIDENCY
REQUIREMENT AND REMOVE LANGUAGE REGARDING THE CITY RUNNING
ITS OWN ELECTIONS.

C. Text Revisions: Part I, Article II, Section 22 is amended. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Section 22 – Commissioner – Residency requirements; bond; ~~who is judge of election and qualifications.~~

Members of the city commission shall be residents of the City of Palatka for six months prior to the election, and shall have the qualifications of electors. The mayor and commissioners must maintain their residency within the city throughout their term. The mayor and each of the commissioners shall furnish a surety bond in such sum as shall be prescribed by ordinance, but not less than five thousand dollars (\$5,000.00), payable to the City of Palatka, said bond to be approved by the city attorney. The bond premium shall be paid out of the City's General Revenue fund. ~~The city commission shall be judge of the election and qualification of its own members.~~

QUESTION 6

Ballot Title, Summary and Proposed Amendment – Part I, Article II, Section 23

A. Introduction/Purpose.

This Charter amendment requires the physical attendance of a majority of the members elected to the city commission to establish a quorum.

B. Ballot Proposal: The ballot title and question for Question #6 are as follows:

REQUIRING PHYSICAL ATTENDANCE AT MEETINGS FOR PURPOSES OF
ESTABLISHING A QUORUM.

- C. **Text Revisions:** Part I, Article II, Section 23 is amended. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Section 23 – ~~Same~~ – Majority constitutes quorum; number for adjournment; compelling physical attendance of members; vote required for adoption of ordinances, resolutions, entrance on journal.

“The physical attendance of a majority of the members of all members elected to the city commission shall constitute a quorum but a less number may adjourn from time to time to compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance. Members elected to the city commission may attend virtually if a majority is physically in attendance notwithstanding a state of emergency having been declared by the Governor of the State of Florida. An affirmative vote of three commissioners shall be necessary to adopt any ordinance or resolution and the passage of all ordinances and resolutions shall be taken by an affirmative response or a negative response and entered unto the journal.”

QUESTION 7

Ballot Title, Summary and Proposed Amendment – Part I, Article II, Section 24

A. **Introduction/Purpose.**

This Charter amendment revises the time frame between an election and being sworn into office because it was deemed too long of a delay. This revision puts Palatka in conformance with Putnam County Commissioners getting sworn into office.

B. **Ballot Proposal:** The ballot title and question for Question #7 are as follows:

REVISES THE TIMING OF TAKING OFFICE.

- C. **Text Revisions:** Part I, Article II, Section 24 is amended. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

~~At 7:30 p.m., on the first Monday in January next after each annual municipal election, the city commission shall meet at the usual place for holding the meetings of the legislative body of the city, at which time the newly elected commissioners shall assume the duties of office. This meeting may be held at an alternate meeting place as prescribed by ordinance. If the first Monday in January falls on New Year's Day, this meeting shall be held on the second Monday in January. Thereafter the city commission shall meet at such time as shall be prescribed by ordinance or resolution, except that it shall meet regularly not more than once each week.~~

Section 24 – ~~Same~~ – Newly elected, time designated for assuming office; regular meetings.

The newly elected mayor and commissioners shall be sworn in and assume office on the first regular or special city commission meeting following certification of their election results.

QUESTION 8

Ballot Title, Summary and Proposed Amendment – Part I, Article II, Section 25

A. Introduction/Purpose.

This amendment deletes the word “same” in the section heading, as it is not the same as the previous heading.

B. Ballot Proposal: The ballot title and question for Question #8 are as follows:

DELETES THE WORD “SAME”.

C. Text Revisions: Part I, Article II, Section 25 is amended. (~~Strikethrough~~ text is removed).

Section 25 – ~~Same~~— Filling vacancies on commission other than those resulting from recall.

QUESTION 9

Ballot Title, Summary and Proposed Amendment – Part I, Article II, Section 26

A. Introduction/Purpose.

This Charter amendment adds the role of Vice-Mayor, updates the section pertaining to the Mayor’s power by revising to include less gender-specific language.

B. Ballot Proposal: The ballot title and question for Question #9 are as follows:

ADDS THE ROLE OF VICE-MAYOR, UPDATES LANGUAGE AND CORRECTS ERROR.

C. Text Revisions: Part I, Article II, Section 26 is amended. (Underline text is added to the charter and ~~striketrough~~ text is removed).

Sec. 26. - Mayor, Vice-Mayor, power and authority.

The mayor shall preside at all meetings of the commission and perform such duties as shall be consistent with ~~his~~ the mayor’s office, and ~~he~~ the mayor shall have the same power and authority as other commissioners and a voice and a vote in the proceedings of the commission, but no ~~vote~~ veto power. ~~He~~ The mayor shall use the title of mayor in any case in which the execution of legal instruments of writing or other necessity arising under the provisions of this act or the general laws of the state so require; but this shall not be construed as conferring upon ~~him~~ the mayor the administrative or judicial functions of a mayor under the general laws of the state. The city commissioners shall vote at the beginning of each fiscal year to appoint a vice-mayor. The vice-mayor shall serve as acting mayor when the mayor is absent.

QUESTION 10

Ballot Title, Summary and Proposed Amendment – Part I, Article II, Section 27

A. Introduction/Purpose.

This Charter amendment adds less gender-specific language.

B. Ballot Proposal: The ballot title and question for Question #10 are as follows:

CORRECTS GENDER-SPECIFIC LANGUAGE.

C. Text Revisions: Part I, Article II, Section 27 is amended. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Every officer of the city shall, before entering upon the duties of his or her office, take and subscribe to an oath or affirmation to be filed and kept in the office of the city clerk; which oath shall be in the form prescribed for state officers by the constitution of the state.

QUESTION 11

Ballot Title, Summary and Proposed Amendment – Part I, Article II, Section 29

A. Introduction/Purpose.

This Charter amendment adds a new section to the Charter requiring a background check for candidates.

B. Ballot Proposal: The ballot title and question for Question #11 are as follows:

CANDIDATES FOR ELECTED OFFICE MUST SUBMIT A BACKGROUND CHECK.

C. Text Revisions: Part I, Article II, Section 29 is amended. (Underline text is added to the charter).

Sec. 29. – Candidate background check

Any person seeking to become an elected official of the City of Palatka must, at or before filing for candidacy, submit to a background investigation to be conducted by a designated city department or third-party vendor. Failure by a candidate to undergo the required background check shall render the candidacy invalid. If an elected official is later found to have provided false information or obstructed the process, the office may be vacated or otherwise forfeited as provided by ordinance.

QUESTION 12

Ballot Title, Summary and Proposed Amendment – Part I, Article II, Section 30

A. Introduction/Purpose.

This Charter amendment seeks to limit interference by commissioners with the city manager's administration.

B. Ballot Proposal: The ballot title and question for Question #12 are as follows:

ADDS NEW SECTION PROHIBITING INTERFERENCE WITH
ADMINISTRATION.

- C. **Text Revisions:** Part I, Article II, Section 30 is amended. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Sec. 30. - Interference with Administration.

Except for the purpose of inquiries, and investigations, the commission and its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager, and neither the commission nor its members shall give orders to any such officer or employee, either publicly or privately.

QUESTION 13

Ballot Title, Summary and Proposed Amendment – Part I, Article III, Section 39

A. **Introduction/Purpose.**

This Charter amendment removes the power of the City Manager to hire or fire the City Attorney, as that power should be vested with the City Commission and adds less gender-specific language.

- B. **Ballot Proposal:** The ballot title and question for Question #13 are as follows:

DELETES THE CITY MANAGER’S HIRING AND FIRING OF THE CITY ATTORNEY.

- C. **Text Revisions:** Part I, Article III, Section 39 is amended. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Sec. 39. - Powers and duties of the city manager.

The city manager shall be the chief administrative officer of the city, responsible to the commission for the administration of all city affairs placed in the manager's charge by or under this Charter or ordinance. The city manager shall:

- (1) Appoint, and when necessary, suspend or remove the police chief, fire chief, finance director, and city clerk ~~and city attorney~~ with the concurrence of a majority of the city commission;
- (2) Appoint, and when necessary, suspend or remove all other city employees, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter or ordinance;
- (3) Direct and supervise the administration of all departments, offices and agencies of the city, except as otherwise provided by this Charter or by law;
- (4) Attend all city commission meetings. The city manager shall have the right to take part in discussion but shall not vote;

- (5) See that all laws, provisions of this Charter and acts of the city commission, subject to enforcement by the city manager or by officers subject to the manager's direction and supervision, are faithfully executed
- (6) Prepare and submit the annual budget and capital program to the city commission;
- (7) Submit to the city commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;
- (8) Make such other reports as the city commission may require concerning the operations of city departments, offices and agencies subject to the city manager's direction and supervision;
- (9) Keep the city commission fully advised as to the financial condition and future needs of the city;
- (10) Make recommendations to the city commission concerning the affairs of the city;
- (11) Provide staff support services for the mayor and commission members;
- (12) Perform such other duties as are specified in this Charter or may be required by the city commission; and
- (13) To act as a purchasing agent for the city. In the capacity of purchasing agent, he ~~the city manager~~ shall sell all property that has become unfit for use by the city or that has been declared surplus by the city commission. All such purchases and sales shall be made in conformity to such regulations as the city commission may from time to time prescribe.

QUESTION 14

Ballot Title, Summary and Proposed Amendment – Part I, Article III, Section 40

A. Introduction/Purpose.

This Charter amendment requires the City Manager to become a permanent resident of the City.

B. Ballot Proposal: The ballot title and question for Question #14 are as follows:

ADDS CITY MANAGER RESIDENCY REQUIREMENT.

C. Text Revisions: Part I, Article III, Section 40 is amended. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Sec. 40. - City Manager Residency Requirement

The City Manager shall become a permanent resident within the city limits within one year of being hired.

QUESTION 15

Ballot Title, Summary and Proposed Amendment – Part I, Article IV, Section 48

A. Introduction/Purpose.

This Charter amendment deletes a provision relating to the City conducting its own elections. The City's elections are administered through the Putnam County Supervisor of Elections.

- B. **Ballot Proposal:** The ballot title and question for Question #15 are as follows:

DELETES IRRELEVANT SECTION.

- C. **Text Revisions:** Part I, Article IV, Section 48 is amended. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Sec. 48. -- Canvassing of returns; canvassing board; certification of returns; certificate of election to person elected.

~~The result of elections, both primary and general elections, shall be canvassed at a meeting to be held as soon as possible after the closing of the polls. The canvassing board shall consist of the supervisor of elections for Putnam County, Florida, the city clerk, and two (2) city commissioners who are unopposed in the election. The canvassing board shall certify the returns and the results as shown by such returns shall be declared by the city commission as the result of the election. The city clerk shall, not sooner than noon of the second day after the election, furnish a certificate of election to each person shown to have been elected.~~

QUESTION 16

Ballot Title, Summary and Proposed Amendment – Part I, Article V, Section 59

- A. **Introduction/Purpose.**

This Charter amendment establishes that the city commission, not the city manager, has the hiring and firing power over the city attorney.

- B. **Ballot Proposal:** The ballot title and question for Question #16 are as follows:

ADDS A SECTION RELATING TO THE CITY ATTORNEY.

- C. **Text Revisions:** Part I, Article V, Section 59 is amended. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Sec. 59. - The city commission shall appoint a city attorney who shall serve at the pleasure of the commission. And shall act as the legal advisor to the municipality , and all its officers and matters relating to their official duties. The city attorney may be removed by the commission by a majority vote.

QUESTION 17

Ballot Title, Summary and Proposed Amendment – Part I, Article V, Section 60

- A. **Introduction/Purpose.**

This Charter amendment seeks to prevent a long delay between charter revisions and established a charter review committee to meet every decade, and establishes criteria for appointment on the committee.

- B. **Ballot Proposal:** The ballot title and question for Question #17 are as follows:

ADDS A SECTION ESTABLISHING REGULAR CHARTER REVIEWS.

- C. **Text Revisions:** Part I, Article V, Section 60 is amended. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Sec. 60. – Charter Review

This Charter may be amended as provided by General Law. Commencing the first regular meeting on November 1, 2026, and every 10 years thereafter. The committee shall be composed of an odd number not more than 11 members plus one alternate. Each Commissioner shall appoint one (1) member, other members may be appointed by application, or recommendation. The Commission shall appoint an alternate. The Committee shall appoint the chair and vice-chair. To be eligible for the committee you must be a qualified elector, a Putnam County Resident, and/or a city of Palatka business owner.

QUESTION 18

Ballot Title, Summary and Proposed Amendment – Part I, Article V, Section 61

A. **Introduction/Purpose.**

This Charter amendment establishes a citizen initiative referendum process.

- B. **Ballot Proposal:** The ballot title and question for Question #18 are as follows:

ADDS A CITIZEN REFERENDUM PROCESS.

- C. **Text Revisions:** Part I, Article V, Section 61 is amended. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Sec. 61. -General authority for citizen referendum.

1. Citizen Referendum. The qualified electors of the city shall have power to require reconsideration by the commission of any adopted ordinance and, if the commission fails to repeal an ordinance so reconsidered, to approve or reject it at a city election, but such power shall not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes or salaries of city officers or employees.
2. Commencement of Proceeding; Petitioners' Committee; Affidavit. Any five (5) qualified electors may commence initiative or citizen referendum proceedings by filing with the city clerk an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or citing the ordinance sought to be reconsidered.
3. Petitions.
 - a. Number of Signatures. Initiative and citizen referendum petitions must be signed by qualified electors of the city equal in number to at least ten percent (10%) of the total number of qualified electors at the last regular city election.
 - b. Form and Content. All papers of a petition shall be uniform in size and style and shall be

assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be followed by the physical address of the person signing. Initiative and citizen referendum petitions shall contain or have attached thereto throughout their circulation, the full text of the ordinance proposed or sought to be reconsidered.

c. Affidavit of Circulator. Each paper of a petition shall have attached to it when filed, an affidavit executed by the person circulating it stating that he or she personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his or her presence, that he or she believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

d. Time for Filing Referendum Petitions. Referendum petitions must be filed with the city clerk within forty-five (45) days after adoption by the city commission of the ordinance sought to be reconsidered.

4. Procedure after Filing.

a. Certificate of Clerk; Amendment. Within twenty (20) days after the petition is filed, the city clerk shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioners' committee by registered mail. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the clerk within two (2) days after receiving the copy of his or her certificate and files a supplementary petition upon additional papers within ten (10) days after receiving the copy of such certificate. Such supplementary petition shall comply with the requirements of paragraphs (2) and (3) of Section 2-8 (b.) above, and within five (5) days after it is filed, the clerk shall complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioners' committee by registered mail and/or electronic mail, as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request commission review under paragraph (2) of this subsection within the time required, the clerk shall promptly present his or her certificate to the commission and the certificate shall then be a final determination as to the sufficiency of the petition.

b. Commission Review. If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two (2) days after receiving the copy of such certificate, file a request that it be reviewed by the commission. The commission shall review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the commission's determination shall then be a final determination as to the sufficiency of the petition.

c. Court Review; New Petition. A final determination as to the sufficiency of a petition shall be subject to court review. A final determination of insufficiency even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose.

5. Referendum Petitions; Suspension of Effect of Ordinance. When a referendum petition is filed with the city clerk, the ordinance sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when:

- (1) There is a final determination of insufficiency of the petition or;
- (2) The petitioners' committee withdraws the petition, or;

- (3) The commission repeals the ordinance; or
- (4) Forty-five (45) days have elapsed after a vote of the city on the ordinance.
- 6. Actions on Petitions.
 - a. Action by Commission. When referendum petition has been finally determined sufficient, the commission shall promptly reconsider the referred ordinance by voting its repeal. If the commission fails to repeal the referred ordinance within sixty (60) days after the date the petition was finally determined sufficient, it shall submit the referred ordinance to the voters of the city.
 - b. Submission to Voters of Referred Ordinances. The vote of the city on a referred ordinance shall be held not less than thirty (30) days and not later than one year from the date of the final commission vote thereon. The vote shall be held at the same time as such regular election, except that the commission may in its discretion provide for a special election at an earlier date. Copies of the proposed or referred ordinance shall be made available at the polls.
 - c. Withdrawal of Petitions. A referendum petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the city by filing with the city clerk a request for withdrawal signed by at least two-thirds of the petitioners' committee. Upon the filing of such request, the petition shall have no further force or effect and all proceedings thereon shall be terminated.
- 7. Results of Election.
 - a. Referendum. If a majority of the qualified electors on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "Charter Referendum" More specifically:

ORDINANCE NO. 2026-22

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, CALLING AND PROVIDING FOR A REFERENDUM ELECTION FOR SUBMISSION TO THE ELECTORS OF THE CITY OF PALATKA OF PROPOSED AMENDMENTS TO THE CITY CHARTER PURSUANT TO SECTION 166.031, FLORIDA STATUTES; PROVIDING BALLOT TITLES AND BALLOT SUMMARIES FOR PROPOSED CHARTER AMENDMENTS; PROVIDING FOR THE ELECTION DATE, FORM OF BALLOT, NOTICE, AND ADMINISTRATION OF THE ELECTION BY THE PUTNAM COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AN EFFECTIVE DATE, AND SCRIVENER'S ERRORS.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

¹ See Section 166.041(4)(c), Florida Statutes.

- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
 Section 166.031, Florida Statutes, authorizes the governing body of a municipality to submit proposed charter amendments to the electors of the municipality for approval by referendum. This ordinance seeks to approve of proposed charter amendments for the placement on the November 2026 ballot.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
 (a) An estimate of direct compliance costs that businesses may reasonably incur;
 (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
 (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
 N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
 N/A

4. Additional information the governing body deems useful (if any):

Overview

A city Charter serves as a governing document for a city, town, or village. The Charter establishes the city's organizational structure, highest laws, powers, privileges, and duties. The City of Palatka established a Charter Review Committee that reviewed the City Charter and will make the following recommendations to the City Commission for proposed amendments.

The Charter Review Committee held its first meeting on March 26, 2024 to commence review of the Charter. On February 26, 2026, the Committee submitted a final report with recommendations to the City Commission. On March 12, 2026, following a public hearing, the City Commission accepted the final report and adopted an Ordinance to place the proposed charter amendments before the registered voters of Palatka on the general election ballot for November 3, 2026.

Charter Section	Title & Ballot Question	Purpose	Proposed Language
Part 1 – Create Preamble	CREATING A PREAMBLE TO THE CHARTER OF THE CITY OF PALAKTA Amending the charter by creating a preamble, stating the values, goals and purposes of the charter. This charter amendment does not create any new rights, duties, obligations, or prohibitions.	This Charter amendment would create a preamble to the charter. Many other municipalities have preambles, but the City of Palatka’s charter does not. While the preamble does not create any specific rights or duties, it provides a statement of who Palatka is and its goals.	<u>We the people of the City of Palatka, under the constitution and laws of the state of Florida, in order to secure the benefits of local self-government and to provide for an honest and accountable commission-manager government do hereby adopt this home rule charter and confer upon the city the following powers, subject to the following restrictions, and prescribed by the following procedures and governmental structure. By this action, we affirm the values of representative democracy, home rule and self-determination, professional management, strong political leadership, public engagement, diversity, justice, environmental stewardship, equality and inclusiveness.</u>
Part I, Article I, Sections 1-4	DELETING SECTIONS THAT ARE NO LONGER RELEVANT AND RENUMBERING	This Charter amendment will delete Sections 1-4 of Article I as they are no longer relevant as it related to abolishing the old municipality in 1923 and reestablishing a new municipality. The renumbering would renumber section 5 (boundaries) as section 2 – to remain boundaries.	~~Sec. 1. – Old municipality abolished.~~ ~~That the existing municipality of the City of Palatka, in the County of Putnam, State of Florida, be, and the same is hereby abolished.~~ (Laws of Fla., ch. 9875(1923), § 1) ~~Sec. 2. – New municipality established; right of perpetual succession, use of common seal.~~ ~~That all the inhabitants comprehended within the limits of the territory hereinafter described shall be and are hereby constituted a municipal corporation, as a body politic and corporate, under and by the name of the City of Palatka, and as such shall have perpetual succession and shall have and use a common seal and change the same as [at] its pleasure.~~ (Laws of Fla., ch. 9875(1923), § 2) ~~Sec. 3. – Vesting of choses in action, property, etc., of old municipality.~~ ~~That the title, rights and ownership of property, uncollected taxes, dues, claims, judgments, decrees and choses in action, held or owned by the municipality of Palatka shall pass to, and be vested in the municipal corporation organized under this act to succeed the municipality abolished.~~ (Laws of Fla., ch. 9875(1923), § 4)

			<u>Sec. 4. – Contracts, debts, etc., of old municipality.</u> That no obligation or contract of the said municipality including bonds heretofore issued, shall be impaired or avoided by this act, but such debts and obligations shall pass to and be binding upon the new municipality hereby created. (Laws of Fla., ch. 9875(1923), § 5) <u>Sec. 2. - Boundaries</u>
Part I, Article I, Section 1	ADDING A SECTION DEFINING THE CITY'S POWERS	A charter should begin by defining the scope of the city's powers. It should address the context in which such powers operate, including the effect of state law and the desirability of cooperation with other localities.	<u>The city of Palatka shall have all powers possible for a city to have under the constitution and laws of Florida as fully and completely as though they were specifically enumerated in this charter. The powers of the city of Palatka under this charter shall be construed liberally in favor of the city, and the specific mention of particular powers in the charter shall not be construed as limiting in any way the general power granted in this article. The city of Palatka may participate by contract or otherwise with any governmental entity of this state or any other state or states or the United States in the performance of any activity which one or more of such entities has the authority to undertake.</u>
Part I, Article II, Section 21	CLEANING UP LANGUAGE FOR CLARITY AND RELEVANCE	The current language sought to establish the election cycle starting from the year 1947. The proposal deletes irrelevant language and removes the language for when elected officials should take office because the time designated for assuming office is addressed in Section 24. It also	The form of government of the City of Palatka, provided for under this act, shall be known as the "commission-manager plan," and there is hereby created a city commission for said city, which shall consist of five (5) persons, who shall be elected at large, one of whom shall be mayor. ~~Said commissioners and mayor shall hold office beginning on the first Monday in January next after their election as herein provided in the manner following:~~ Elections shall occur in four-year, staggered terms that take place every two years. Elections for the mayor and commissioner groups 2 and 4 shall coincide with federal mid-term elections. Elections for commissioner groups 1 and 3 shall coincide with federal general elections. Terms for the mayor and all city commissioners shall be four (4) years. There are no restrictions on reelection to subsequent four-year terms.

		codifies the fact that Palatka does not have term limits.	
Part I, Article II, Section 22	ESTABLISH TIME FRAME FOR COMMISSIONER'S RESIDENCY REQUIREMENT AND REMOVE LANGUAGE REGARDING THE CITY RUNNING ITS OWN ELECTIONS	The revision clarifies how long a commissioner must be residents of the City of Palatka and deletes language that made reference to the City of Palatka running its own elections	Section 22 – Commissioner – Residency requirements; bond; ~~who is judge of election and qualifications.~~ Members of the city commission shall be residents of the City of Palatka <u>for six months prior to the election</u>, and shall have the qualifications of electors. <u>The mayor and commissioners must maintain their residency within the city throughout their term.</u> The mayor and each of the commissioners shall furnish a surety bond in such sum as shall be prescribed by ordinance, but not less than five thousand dollars (\$5,000.00), payable to the City of Palatka, said bond to be approved by the city attorney. <u>The bond premium shall be paid out of the City's General Revenue fund.</u> ~~The city commission shall be judge of the election and qualification of its own members.~~
Part I, Article II, Section 23	REQUIRING PHYSICAL ATTENDANCE AT MEETINGS	This Charter amendment requires the physical attendance of a majority of the members elected to the city commission.	Section 23 –~~Same~~ – Majority constitutes quorum; number for adjournment; compelling <u>physical</u> attendance of members; vote required for adoption of ordinances, resolutions, entrance on journal. <u>"The physical attendance of a majority of the members of all members elected to the city commission shall constitute a quorum but a less number may adjourn from time to time to compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance. Members elected to the city commission may attend virtually if a majority is physically in attendance notwithstanding a state of emergency having been declared by the Governor of the State of Florida. An affirmative vote of three commissioners who are physically present shall be necessary to adopt any ordinance or resolution and the passage of all ordinances and resolutions shall be taken by an affirmative response or a negative response and entered unto the journal."</u>
Part I, Article II, Section 24	REVISES THE TIMING OF TAKING OFFICE	The time frame between an election and being sworn into office was	At 7:30 p.m., on the first Monday in January next after each annual municipal election, ~~the city commission shall meet at the usual place for holding the meetings of the legislative body of the city, at which time the newly elected~~

		deemed too long. This revision puts Palatka in conformance with Putnam County Commissioners getting sworn into office.	~~commissioners shall assume the duties of office. This meeting may be held at an alternate meeting place as prescribed by ordinance. If the first Monday in January falls on New Year's Day, this meeting shall be held on the second Monday in January. Thereafter the city commission shall meet at such time as shall be prescribed by ordinance or resolution, except that it shall meet regularly not more than once each week.~~ Section 24 – Same – Newly elected, time designated for assuming office; regular meetings. <u>The newly elected mayor and commissioners shall be sworn in and assume office on the first regular or special city commission meeting following certification of their election results.</u>
Part I, Article II, Section 25	DELETES THE WORD SAME	This amendment deletes the word “same” in the section heading, as it is not the same as the previous heading.	Section 25 – Same – Filling vacancies on commission other than those resulting from recall.
Part I, Article II, Section 26	ADDS THE ROLE OF VICE-MAYOR, UPDATES LANGUAGE AND CORRECTS ERROR	This amendment adds the role of Vice-Mayor, updates the section pertaining to the Mayor’s power by revising to include less gender-specific language.	Sec. 26. - Mayor, Vice-Mayor, power and authority. The mayor shall preside at all meetings of the commission and perform such duties as shall be consistent with his the mayor’s office, and he the mayor shall have the same power and authority as other commissioners and a voice and a vote in the proceedings of the commission, but no ~~vote~~ veto power. He The mayor shall use the title of mayor in any case in which the execution of legal instruments of writing or other necessity arising under the provisions of this act or the general laws of the state so require; but this shall not be construed as conferring upon him the mayor the administrative or judicial functions of a mayor under the general laws of the state. The city commissioners shall vote at the beginning of each fiscal year to appoint a vice-mayor. The vice-mayor shall serve as acting mayor when the mayor is absent.
Part I, Article II, Section 27	CORRECTS GENDER-SPECIFIC LANGUAGE	This amendment adds less gender-specific language.	Every officer of the city shall, before entering upon the duties of his <u>or her</u> office, take and subscribe to an oath or affirmation to be filed and kept in the office of the city clerk; which oath shall be in the form prescribed for state officers by the constitution of the state.

Part I, Article II, Section 29	ADDS NEW SECTION FOR QUALIFICATIONS OF ELECTED OFFICIALS	This amendment adds a new section to the Charter requiring a background check for candidates.	<u>Sec. 29. – Candidate background check</u> <u>Any person seeking to become an elected official of the City of Palatka must, at or before filing for candidacy, submit to a background investigation to be conducted by a designated city department or third-party vendor. Failure by a candidate to undergo the required background check shall render the candidacy invalid. If an elected official is later found to have provided false information or obstructed the process, the office may be vacated or otherwise forfeited as provided by ordinance.</u>
Part I, Article II, Section 30	ADDS NEW SECTION PROHIBITING INTERFERENCE WITH ADMINISTRATION	This amendment seeks to limit interference by commissioners with the city manager’s administration	<u>Sec. 30. - Interference with Administration.</u> <u>Except for the purpose of inquiries, and investigations, the commission and its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager, and neither the council nor its members shall give orders to any such officer or employee, either publicly or privately.</u>
Part I, Article III, Section 39	DELETES THE CITY MANAGER’S HIRING AND FIRING OF THE CITY ATTORNEY	This amendment removes the power of the City Manager to hire or fire the City Attorney, as that power should be vested with the City Commission and adds less gender- specific language.	<u>Sec. 39. - Powers and duties of the city manager.</u> The city manager shall be the chief administrative officer of the city, responsible to the commission for the administration of all city affairs placed in the manager's charge by or under this Charter or ordinance. The city manager shall: (1) Appoint, and when necessary, suspend or remove the police chief, fire chief, finance director, <u>and</u> city clerk ~~and city attorney~~ with the concurrence of a majority of the city commission; (2) Appoint, and when necessary, suspend or remove all other city employees, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter or ordinance; (3) Direct and supervise the administration of all departments, offices and agencies of the city, except as otherwise provided by this Charter or by law; (4) Attend all city commission meetings. The city manager shall have the right to take part in discussion but shall not vote; (5)

			See that all laws, provisions of this Charter and acts of the city commission, subject to enforcement by the city manager or by officers subject to the manager's direction and supervision, are faithfully executed; (6) Prepare and submit the annual budget and capital program to the city commission; (7) Submit to the city commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year; (8) Make such other reports as the city commission may require concerning the operations of city departments, offices and agencies subject to the city manager's direction and supervision; (9) Keep the city commission fully advised as to the financial condition and future needs of the city; (10) Make recommendations to the city commission concerning the affairs of the city; (11) Provide staff support services for the mayor and commission members; (12) Perform such other duties as are specified in this Charter or may be required by the city commission; and (13) To act as a purchasing agent for the city. In the capacity of purchasing agent, <u>he the city manager</u> shall sell all property that has become unfit for use by the city or that has been declared surplus by the city commission. All such purchases and sales shall be made in conformity to such regulations as the city commission may from time to time prescribe.
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Part I, Article III, Section 40	ADD CITY MANAGER RESIDENCY REQUIREMENT	This amendment requires the City Manager to become a permanent resident of the City	<u>Sec. 40. - City Manager Residency Requirement</u> <u>The City Manager shall become a permanent resident within the city limits within one year of being hired.</u>
Part I, Article IV, Section 48	DELETES IRRELEVANT SECTION	This amendment deletes a provision relating to the City conducting its own elections. The City's elections are administered through the Putnam County Supervisor of Elections.	<u>Sec. 48. — Canvassing of returns; canvassing board; certification of returns; certificate of election to person elected.</u> <u>The result of elections, both primary and general elections, shall be canvassed at a meeting to be held as soon as possible after the closing of the polls. The canvassing board shall consist of the supervisor of elections for Putnam County, Florida, the city clerk, and two (2) city commissioners who are unopposed in the election. The canvassing board shall certify the returns and the results as shown by such returns shall be declared by the city commission as the result of the election. The city clerk shall, not sooner than noon of the second day after the election, furnish a certificate of election to each person shown to have been elected.</u>
Part I, Article V, Section 59	ADDS A SECTION RELATING TO THE CITY ATTORNEY	This amendment establishes that the city commission, not the city manager, has the hiring and firing power over the city attorney.	<u>Sec. 59.- City Attorney</u> <u>The city commission shall appoint a city attorney who shall serve at the pleasure of the commission. And shall act as the legal advisor to the municipality , and all its officers and matters relating to their official duties. The city attorney may be removed by the commission by a majority vote.</u>
Part I, Article V, Section 60	ADDS A SECTION ESTABLISHING REGULAR CHARTER REVIEWS	This amendment seeks to prevent a long delay between charter revisions and established a charter review committee to meet every decade, and establishes criteria for appointment on the committee.	<u>Sec. 60. – Charter Review</u> <u>This Charter may be amended as provided by General Law. Commencing the first regular meeting on November 1, 2026, and every 10 years thereafter. The committee shall be composed of an odd number not more than 11 members plus one alternate. Each Commissioner shall appoint one (1) member, other members may be appointed by application, or recommendation. The Commission shall appoint an alternate. The Committee shall appoint the chair and vice-chair. To be eligible for the committee you must be a qualified elector, a Putnam County Resident, a city of Palatka business owner.</u>
Part I, Article V, Section 61	ADDS A CITIZEN REFERENDUM PROCESS	This amendment establishes a citizen	<u>Sec. 61. -General authority for citizen referendum.</u> <u>1. Citizen Referendum. The qualified electors of the city shall have power to</u>

		initiative referendum process	<u>require reconsideration by the commission of any adopted ordinance and, if the commission fails to repeal an ordinance so reconsidered, to approve or reject it at a city election, but such power shall not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes or salaries of city officers or employees.</u> <u>2. Commencement of Proceeding; Petitioners' Committee; Affidavit. Any five (5) qualified electors may commence initiative or citizen referendum proceedings by filing with the city clerk an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or citing the ordinance sought to be reconsidered.</u> <u>3. Petitions.</u> <u>a. Number of Signatures. Initiative and citizen referendum petitions must be signed by qualified electors of the city equal in number to at least ten percent (10%) of the total number of qualified electors at the last regular city election.</u> <u>b. Form and Content. All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be followed by the address of the person signing. Initiative and citizen referendum petitions shall contain or have attached thereto throughout their circulation, the full text of the ordinance proposed or sought to be reconsidered.</u> <u>c. Affidavit of Circulator. Each paper of a petition shall have attached to it when filed, an affidavit executed by the person circulating it stating that he or she personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his or her presence, that he or she believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.</u> <u>d. Time for Filing Referendum Petitions. Referendum petitions must be filed with the city clerk within forty-five (45) days after adoption by the city commission of the ordinance sought to be reconsidered.</u> <u>4. Procedure after Filing.</u> <u>a. Certificate of Clerk; Amendment. Within twenty (20) days after the petition</u>
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			if filed, the city clerk shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioners' committee by registered mail. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the clerk within two (2) days after receiving the copy of his or her certificate and files a supplementary petition upon additional papers within ten (10) days after receiving the copy of such certificate. Such supplementary petition shall comply with the requirements of paragraphs (2) and (3) of Section 2-8 (b.) above, and within five (5) days after it is filed, the clerk shall complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioners' committee by registered mail and/or electronic mail, as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request commission review under paragraph (2) of this subsection within the time required, the clerk shall promptly present his or her certificate to the commission and the certificate shall then be a final determination as to the sufficiency of the petition. b. Commission Review. If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two (2) days after receiving the copy of such certificate, file a request that it be reviewed by the commission. The commission shall review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the commissions' determination shall then be a final determination as to the sufficiency of the petition. c. Court Review; New Petition. A final determination as to the sufficiency of a petition shall be subject to court review. A final determination of insufficiency even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose. 5. Referendum Petitions; Suspension of Effect of Ordinance. When a referendum petition is filed with the city clerk, the ordinance sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when:
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		<u>(1) There is a final determination of insufficiency of the petition or;</u> <u>(2) The petitioners' committee withdraws the petition, or;</u> <u>(3) The commission repeals the ordinance; or</u> <u>(4) Forty-five (45) days have elapsed after a vote of the city on the ordinance.</u> <u>6. Actions on Petitions.</u> <u>a. Action by Commission. When referendum petition has been finally determined sufficient, the commission shall promptly reconsider the referred ordinance by voting its repeal. If the commission fails to repeal the referred ordinance within sixty (60) days after the date the petition was finally determined sufficient, it shall submit the referred ordinance to the voters of the city.</u> <u>b. Submission to Voters of Referred Ordinances. The vote of the city on a referred ordinance shall be held not less than thirty (30) days and not later than one year from the date of the final commission vote thereon. The vote shall be held at the same time as such regular election, except that the commission may in its discretion provide for a special election at an earlier date. Copies of the proposed or referred ordinance shall be made available at the polls.</u> <u>c. Withdrawal of Petitions. A referendum petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the city by filing with the city clerk a request for withdrawal signed by at least two-thirds of the petitioners' committee. Upon the filing of such request, the petition shall have no further force or effect and all proceedings thereon shall be terminated.</u> <u>7. Results of Election.</u> <u>a. Referendum. If a majority of the qualified electors on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.</u>
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