

ROBERTA M. CORREA
MAYOR - COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



TROY BELL, ICMA-CM
MPA, MS-Finance
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI L. KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA
MS-Taxation
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT

AGENDA
CITY COMMISSION MEETING
August 8, 2024 at 6:00 PM

1. CALL TO ORDER

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

2. APPROVAL OF MINUTES

- a. July 8, 2024 Special Called Meeting
- b. July 9, 2024 Workshop
- c. July 11, 2024 Regular Meeting
- d. July 12, 2024 Workshop

3. IN THE SPOTLIGHT - EMPLOYEE RECOGNITIONS

- a. Employee of the Month - July 2024
- b. Fire Department Recognition
Deputy Chief Branford - 20 years of service
Captain Philip Smith - 20 years of service
- c. 2024 Summer Interns Recognition - Kyun Session, Riley Blackmer, Reagan Blackmer, Tommy Robinson, Trenton Williams, Ce'Niqua Edwards, Ja'Niiya Perry, Ralia Phillips, Tyran Wright, Cloi Batts, Brianna Gibbs, E'Niya James, Annabelle Lamb, Keilan McGinnis, Demarien Sutton, Kendall Lowe, Daunte Wilkerson, Tivon Adams

4. CITY MANAGER AND ADMINISTRATIVE REPORTS

- a. Utility Assistance Presentation (ARPA Funds) - Christall Azcarate and Marcia Carty
- b. June 30, 2024 Quarterly Financial Report

5. PUBLIC COMMENTS

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

6. CONSENT AGENDA

- a. ADOPT RESOLUTION 2024-R-157 rebranding the City of Palatka Platt Drew Wastewater Treatment Facility to the "City of Palatka Platt Drew Reclamation Facility".
- b. ADOPT RESOLUTION 2024-R-165 authorizing utilization of the Florida Sherriffs Association contract No. FSA 23-VEL-31 / FSA 23-VEH-21 for the purchase of a 2024 Ford F250 and a Ford F150 trucks for the Wastewater Treatment Plant and Water Treatment Plant
- c. ADOPT RESOLUTION 2024-R-144 authorizing the Palatka Police Department to accept the 100% funded FDLE JAG C grant in the amount of \$6,275 for the purchase of Street Crimes Unit technology.
- d. ADOPT RESOLUTION 2024-R-155 authorizing the Mayor to execute an agreement for the acceptance of the Florida Department of Law Enforcement SAFE Grant in the amount of \$60,000 (100% grant funded)
- e. ADOPT RESOLUTION 2024-R-158 adopting the Florida Department of Transportation Urban Area Boundary Map to determine the proper functional classification and urban boundary designations within the Department's Roadway Characteristics Inventory system.
- f. ADOPT RESOLUTION 2024-R-148 awarding ITB 2024-06 and execution of a contract for the Madison Street Water Main Replacement project to DB Civil Construction, LLC in amount not to exceed \$499,890 (100% grant funded).
- g. ADOPT RESOLUTIONS to approve policies on excessive force and 504 ADA for CDBG funded projects
 - i) ADOPT RESOLUTION 2024-R-166 to approve the policies on Handicap Accessibility Self Evaluation Plan, Transition Plan for Handicap Accessibility and Section 504 Grievance procedures for adoption as a requirement for all Community Development Block Grant funded projects.
 - ii) ADOPT RESOLUTION 2024-R-156 to approve the policy on Excessive Force for adoption as a requirement for all CDBG funded projects.
- h. ADOPT RESOLUTION 2024-R-149 awarding RFP 2024-11 Turf Maintenance to Mullis Lawn Maintenance of Palatka, Inc. in an amount not to exceed \$63,000.
- i. ADOPT RESOLUTION 2024-R-150 awarding ITB 2024-12 City of Palatka Restroom Construction, Hank Bryan Park to ER Rooter, Inc. in an amount not to exceed \$73,000.
- j. ADOPT RESOLUTION 2024-R-151 authorizing a \$13,442 budget amendment for FY 2023-2024 for Golf Course Contract Capital Improvement Projects
- k. ADOPT RESOLUTION 2024-R-159 granting a special events permit to the Community Affairs Department for Riverfront Trivia Night to be held August 30, 2024
- l. ADOPT RESOLUTION 2024-R-163 granting a special events permit to the Community Affairs Department for Reggae theme Night to be held on August 23, 2024.
- m. ADOPT RESOLUTION 2024-R-161 granting a special events permit to Main Street Palatka for the Datil Fest: Datil Pepper Culinary celebration to be held October 28, 2024.
- n. ADOPT RESOLUTION 2024-R-162 granting a special events permit to Palatka Jr/Sr High school for Palatka Jr/Sr High Homecoming parade event to be held September 12, 2024.

7. RECESS - 10 MINUTES - PRIOR TO REGULAR BUSINESS OR AT 7:30 PM

8. REGULAR BUSINESS

- a. ADOPT RESOLUTION 2024-R-164 authorizing an agreement with St. Johns Housing Partnership for

administration of the City's affordable housing renovation program and adoption of the program document.

9. PUBLIC HEARINGS

- a. Amending Future Land Use Map and Rezoning Parcels: 09-10-26-0213-0000-0010, 09-10-26-0213-0000-0020 and 09-10-26-0213-0000-0030 located on Kelley Smith School Road
 - i) ADOPT Ordinance 2024-07 amending the future land use map of 09-10-26-0213-0000-0010, 09-10-26-0213-0000-0020 and 09-10-26-0213-0000-0030 from City of Palatka Commercial (COM) to City of Palatka Residential Low (RL) - first reading continued from July 11, 2024, continued from June 13, 2024
 - ii) Ordinance 2024-08 amending the zoning map of 09-10-26-0213-0000-0010, 09-10-26-0213-0000-0020 and 09-10-26-0213-0000-0030 from City of Palatka General Commercial (C-1) to City of Palatka Residential, Single-Family (R-1) - first reading continued from July 11, 2024, continued from June 13, 2024
- b. ADOPT ORDINANCE 2024-09 establishing procedures for quasi-judicial proceedings - 2nd reading

10. EMERGENCY ITEM

- a. Discussion/Direction Resolution 2024-R-153 authorizing the execution of a retainer agreement with the firm Sniffen & Spellman, P.A. for investigative services and amending the FY 2023-2024 budget accordingly.

11. COMMISSIONER COMMENTS

12. ADJOURN

Upcoming Events	Board Vacancies
August 8 – City Commission Meeting 6:00 PM	Zoning Board of Appeals - 3 vacancies
August 9 - City Commission Budget Workshop 3:30 PM	Police Officers' Pension Board - 1 vacancy
August 12 – Community Redevelopment Agency Meeting 5:00 PM	Putnam County Library Board - 1 City appointment vacancy
August 15 – 17 Florida League of Cities Annual Conference – Hollywood, Florida	Putnam County Better Place Plan Oversight Committee - 1 City appointment
August 29 - City Commission Budget Workshop 3:30 PM	Upcoming vacancies
	Historic Preservation Board 2 in October 2024

July 8, 2024 Special Called Meeting

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The Clerk is requesting approval of the Minutes of the City Commission's July 8th special called meeting, July 9th workshop, July 11th regular meeting, and July 12th workshop.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

Approve as read.

ATTACHMENTS

1.	2024.07.08 Special Called Mtg
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MINUTES
CITY OF PALATKA
July 8, 2024

The minutes of the proceedings of the regular meeting of the Palatka City Commission held on Monday, July 8, 2024 at 9:00 AM at City Hall, 201 N. 2nd St., Palatka, FL 32177.

1. **CALL TO ORDER** The special called meeting was called to order at 9:00 AM at City Hall 201 N. 2nd Street. The following are the proceedings of that meeting.

- a. **Invocation**

An invocation was led by Chaplain Mulberry.

- b. **Pledge of Allegiance**

The Pledge of Allegiance was led by Commissioner McCaskill.

- c. **Roll Call**

Present:

Commissioner Tammie McCaskill

Commissioner Justin Campbell

Commissioner Will Jones

Commissioner Rufus Borom

Mayor Roberta Correa

Also Present: Troy Bell, City Manager; Jonathan Griffith, Assistant City Manager; Jane West, City Attorney; Sunni Krantz, City Clerk; Marcia Carty, Finance Director; Virginia Jones, HR Generalist; Peter Willott, Public Information Officer; Chris Taylor, Fire Chief; Jason Shaw, Police Chief; Matt Newcomb, Assistant Police Chief; Brad Forsythe, Police Captain; Kierra Kaymore, Customer Service/Records Clerk; Allegra Kitchens, former City Commissioner; Alonzo Mulberry, City Chaplain; Renee' Brown, Planning Clerk; Lorenzo Aghemo, Planning Director; Pam Butler-Hughes, Customer Service/Records Clerk; Allegra Kitchens, Shelley Shancker, Audrey Wise, Cheryl Roach, Askew Vickers, William Cobbs, Tarsha Givens, Jason Brown, Mary Lawson Brown, James Michael Borton, Alex Romero, Marcia Lane, Sarah Cavacini, Palatka Daily News

- d. **Special Called Meeting Notice**

The notice was read by the Clerk.

MINUTES
City Commission
Special Called Meeting
July 8, 2024

2. PUBLIC COMMENTS

a. **Public Comments** - (Speakers limited to three minutes - no action taken on items)

The floor was opened to public comment.

Allegra Kitchens 1027 S 12th St., Palatka, FL 32177 - spoke in favor of the termination of Mr. Bell's contract
Shelley Shancker 287 E River Rd., East Palatka, FL 32131 - spoke in support of continuing the employment contract with Mr. Bell.

Audrey Wise 1610 More? St., Palatka, FL 32177 - asked the Commission to do what is right regarding Mr. Bell's employment

Cheryl Roach 312 Dodge St., Palatka, FL 32177 - spoke regarding the Commission's actions

Askew Vickers 207 N 18th St., Palatka, FL 32177 - spoke in opposition to today's meeting

William Cobbs 1310 Braunchon St., East Palatka, FL 32131 - spoke regarding ending racism.

Tarsha Givens 225 Stilwell Ave., Palatka, FL 32177 - spoke regarding the need for transparency and indicated today's meeting is because the Assistant City Manager is being investigated.

Jason Brown 1609 St. Johns Ave., Palatka, FL 32177 - asked for additional information and time.

Mary Lawson Brown 107 S 9th St., Palatka, FL 32177 - empathized with the Commission as having been a former Commissioner that faced such decisions regarding City Managers.

Hearing no further requests to comment, the floor was closed to public comment.

3. REGULAR BUSINESS

a. **DISCUSSION AND ACTION** regarding City Manager Troy Bell's employment with the City
Commissioner Campbell called today's meeting along with the Mayor. Commissioner Campbell advised a workshop with Mr. Bell has been done and because a meeting had not been set to follow up, a meeting for dialogue was called today. Today's meeting, a job of the City Commission, is required by the Sunshine law to be in an open forum. Mayor Correa advised more than 24 hours notice was given in an effort to provide reasonable notice to the public. Mayor Correa advised Mr. Bell's probation period ends in August. Commissioner Borom spoke in opposition to how the meeting was put out

Discussion commenced regarding Mr. Bell being out of the office last week. Commissioner McCaskill asked regarding whether Mr. Bell's absenteeism has caused a difficult work environment. Mayor Correa spoke regarding past City Manager's time off had been an honor system with emails from the City Manager sent to the Commission. Commissioner McCaskill spoke regarding Mr. Bell had entered his time in the time off system. The Human Resources Generalist approves his time off with the Clerk serving as a backup. Commissioner McCaskill indicated Mr. Bell has taken 15 days of his contractual allotted 20 days off. Commissioner Jones spoke regarding Mr. Bell working the weekends and holidays, such as Memorial Day Weekend. Commissioner Jones expressed he was aware Mr. Bell was out of the office last week prior to him leaving. He spoke regarding the need for a policy on time off and extra days worked. Mayor Correa expressed the need for the Commission to approve the Manager's time off. Mr. Bell spoke regarding the Human Resource's need to ensure that there is time in the system for the person to take off time. Also, the Charter requires the City Manager notify the Clerk when he will be disabled or unavailable.

Mayor Correa summarized we need a policy for time off.

Discussion commenced with Mrs. Jones regarding time off approvals. She spoke regarding the option to set up the system so that the Mayor is notified of the City Manager's time off requests.

Commissioner Campbell spoke regarding the need to give Mr. Bell direction prior to the end of his probation and regarding the need to come back with a discussion regarding the strategic plan and mission and vision of the City.

He advised we need a meeting regarding the Strategic Plan and mission/vision. He recommended the Commission set a special called meeting for July 25th.

Motion by Commissioner Campbell to set a special called meeting for action on the strategic plan and mission and vision. Second by Commissioner Jones. Motion passed unanimously.

Discussion continued regarding the possibility of the Mayor being added to the approval ladder to approve Mr. Bell's time off.

Commissioner McCaskill spoke regarding Staff feeling they are working in a difficult environment. She called for an independent audit regarding some concerns that she has with the practices of the City Manager. She recommended reaching out to the Florida League of Cities.

Motion by Commissioner Campbell to accept Commissioner McCaskill's item as an emergency item for discussion. Second by Commissioner Jones. Motion passed unanimously

Ms. West recommended Commissioner McCaskill consult the City's outside employment law firm, Marks Gray. Commissioner Campbell asked to seek the availability of Ms. Erdelyi so that she is available. Commissioner McCaskill advised she has already gotten guidance from Ms. Erdelyi that an independent investigation would be the next step.

Motion by Commissioner McCaskill for an investigation regarding the practices of the City Manager. Second by Commissioner Campbell. Motion passed unanimously.

Commissioner Jones asked regarding Ms. Given's request that any improprieties or business dealings (see public comment) be looked into as well. Motion by Commissioner Jones to have this looked into. Ms. West advised that is outside of the scope of this meeting. The Mayor did not recognize the Motion.

Motion by Commissioner Campbell to add an item to the agenda as he was advised someone from administration may be benefiting from part of the deals and asked for an investigation to look into those matters to ensure we are operating in transparency. Second by Commissioner Borom. Motion passed unanimously.

Commissioner Jones advised Mr. Bell is to lead investigations regarding his subordinates. The Manager's recommendation should be valid, but in light of Mr. Bell's investigation this should be an investigation.

Motion by Commissioner Jones to allow the City Manager to contact an independent investigator regarding improper conduct and conflict of interest that may be going on with employees. Second by Commissioner Borom. Motion passed unanimously.

Manager Bell advised he would remove the employee from contracts and projects that might be ethical questions.

Mr. Bell asked regarding the press depicting this as illegal or improper and asked to show nothing is illegal or improper. He advised all of the leave he took was to spend time with his family until they move to Florida.

4. ADJOURN

Motion to adjourn by Commissioner Campbell at 10:37 AM

By: Its Mayor

Attest:

City Clerk

NOTICES: ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, AT THE APPLICANT'S EXPENSE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 286.0105
PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERK'S OFFICE AT 329-0100 AT LEAST 24 HOURS IN ADVANCE TO REQUEST ACCOMMODATIONS.

ROBERTA M. CORREA
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MINUTES **CITY OF PALATKA** **July 9, 2024**

The minutes of the proceedings of the regular meeting of the Palatka City Commission held on Tuesday, July 9, 2024 at 9:00 AM at City Hall, 201 N. 2nd St., Palatka, FL 32177.

1. CALL TO ORDER at 9:00 AM

a. Special Called Workshop Notice

The Notice was read by the Clerk.

b. Invocation

An invocation was led by Chaplain Mulberry.

c. Pledge of Allegiance

The pledge of allegiance was led by Commissioner Borom.

d. Roll Call

Present: Commissioner Tammie McCaskill (present via telecommunications technology) Absent:

Commissioner Justin Campbell

Commissioner Will Jones

Commissioner Rufus Borom

Mayor Roberta Correa

Also Present: Troy Bell, City Manager; Jane West, City Attorney; Sunni Krantz, City Clerk; Marcia Carty, Finance Director; Eddie Cutwright, Community Affairs Director; Chris Taylor, Fire Chief; Jason Shaw, Police Chief; Matt Newcomb, Assistant Police Chief;; Allegra Kitchens, former City Commissioner; Alonzo Mulberry, City Chaplain; Lorenzo Aghemo, Planning Director; Renee Brown, Planning Clerk; and Virginia Jones, HR Generalist;(via telecommunications technology); Tarsha Givens, Annie Davis; Karla Flagg-Wright, Erin Hewes; Sarah Cavacini, Palatka Daily News; Mary Garcia; Audrey Wise; Bernard Meehan; Jeremy Alexander;

2. PUBLIC COMMENTS Public comments were taken during the discussion

a. Public Comments - (Speakers limited to three minutes - no action taken on items)

3. DISCUSSION

a. River Center Land Swap - Due Diligence

The Manager provided a handout of the outline of today's workshop.

Charlie Douglas with Blue Crab Development Group North, LLC (the owner) assembled the due diligence materials presented in the agenda packet. He introduced Mrs. Erin Hewes, the director of event programming. Ms. Hewes will be in charged of the master calendar to ensure the River Center has a full calendar, morning, noon and night. Ms. Karla Flagg-Wright will be the director of Cultural Affairs. Mr. Cowan Amaye-obu will be the Director of Entrepreneurship Education and Enrichment. He will oversee the River Center's version of a "shark tank" to encourage entrepreneurship. Other volunteers will assist. He introduced videos of the vision of the River Center. He spoke regarding the vision for programming for the River Center, including a television/recording studio and Bass Capital Radio. Mr. Douglas provided a videorama of what the River Center would look like under his ownership. He spoke regarding using the Port Consolidated Property (100 and 102 Reid Street) as a Commission meeting room. He spoke of pouring his heart and sole into this project. He advised he has spent between \$100,000 - \$200,000 to uphold his commitment of due dilligence to the City.

Mr. Kevin Sharbaugh with Douglas Law Firm outlined the environmental portion of the due diligence. In 1998 contamination occurred on the site (they had 7 fuel tanks on the site at that time). The site became qualified for the Petroleum Liability Restoration Insurance Program. They removed 5 tanks and in 2023 the remaining 2 tanks were removed. Recently, they have filed a report with the state that there are no additional conditions requiring soil removal, and they are ready to move into the remediation phase dealing with groundwater. This is a program dealt with by Montrose Environmental Solutions. The State is funding the program. When they are done, the goal is that water will be drinkable from the ground.

Rhonada Odom, CPA, spoke regarding a professional independent analysis of the perpetual evaluation she performed concerning the River Center. To qualify her position as a financial expert, she explained she holds a Masters Degree and is the CFO for the Putnam County School District, with a tax business on the side with clients with millions of dollars of assets. She estimated annual revenues will be \$247,950 after the swap. She spoke regarding one-time initial expenses, such as increasing restroom capacity and installing a commercial sound system. One or two people will need to be hired in order to host 167 events per year. Normalized revenue for the past 7 years under City ownership was \$5,533 (normalized due to the 2020 COVID pandemic). She believes the advantage for the City is to complete the land swap to eliminate a major cash drain on its budget.

The floor was opened to public comment:

Allegra Kitchens 1027 S 12th St., Palatka, FL 32177 - spoke in support of the land swap. The City will benefit by cash and receive the property adjoining City Hall. The citizens desire to keep City Hall downtown. She asked that the employee who has business dealings with Mr. Douglas not be used as a reason to turn down the land swap. Dr. Richard Feibelman 110 Lake Shore Terr., Palatka, FL 32177 - spoke in support. He co-owns the Velchoffs Restaurant at the corner of the 100 block of St. Johns Avenue. (The property is leased from Mr. Douglas). Zach Roth 8818 Goodbys Executive Dr., Jacksonville, FL 32177, a board certified real estate attorney - spoke in opposition to the land swap, until FL. Stat. 163 is complied with. Per the Sttaute, to surplus property in a Community Redevelopment District, a municipality must publish notice in a newspaper and accept proposals for the property. He advised once this is done, the Commission can still do a land swap for the property. Audrey Wise 1610 Edgemoor St., Palatka, FL 32177 - spoke in support of the land swap and spoke regarding change while being unique.

Hearing no further requests to comment, the floor was closed to public comment.

Ms. West advised the City is under a due diligence period. The due diligence period will end August 13. If the Commission desires to ask for an extension of the due diligence period, it must be requested in writing prior to August 3. The appraisal reports were received yesterday. The River Center appraised at \$1.6 million. The Port Consolidated property appraised at \$1.3 million. The differential in value dictates what the purchase price will be.

The question is whether this acquisition is suitable and in our best interest.

Ms. West advised she has been traveling under F.S. 125, that section applies only to the disposition of County property. Our charter does not have a provision as to how to dispose of municipal property. She would like to research the statute provided during public comment. Ms. West advised with the input of the Department Heads, she has advised the City on this matter. Commissioner Campbell asked to allow the City Attorney the time to research.

Ms. West advised if the Commission wants to request additional time for the extension, they can make that decision at the City Commission meeting on Thursday. Mr. Douglas advised he would be amenable to extension for the due diligence. His side has met the deadlines in due diligence. He advised his office faces the River Center and everyday he sees the River Center being underutilized.

Mr. Bell asked the following questions:

- Does the Commission desire a right of 1st Refusal to Repurchase
- What would the Commission like to use the additional funds gained from the sale on?
- What access and programming parameters will the City have once the building changes ownership?
- What guarantees do we have for Public Access or refusal to access?

Mr. Douglas advised a lease-holding estate would not allow for a fully connected 100 block. Also, if the City continues to own the property it would continue to act as a landlord in regard to upkeep.

Commissioner Borom left the room at 9:55 AM

Discussion commenced. Commissioner Jones spoke in support of the vision presented by Mr. Douglas. He expressed he has concerns with accepting the Port Consolidated property. He asked what we would do with the property if it would be accepted. He expressed concern Community Affairs has been working with Douglas on what can be at the site, rather than utilizing their time in running programming. Mayor Correa also expressed the need to determine what we would do with the Port Consolidated property. Mayor Correa indicated we do not have the Staff for programming at both the River Center and Jenkins. Commissioner McCaskill spoke regarding the independent financial analysis performed. She expressed concern regarding Staff's time. Commissioner Campbell asked to not make it look like Staff is solely working with Mr. Douglas.

Commissioner Campbell expressed maximizing business potential and the desire of the City to get out of the building rental business. He spoke regarding the Commission's need to hold a separate discussion where Staff presents what can be done with the Port Consolidated property. He also recommended Staff present what can be done with the River Center by the City in the future if the property is not swapped.

Commissioner Campbell recommended the City Manager speak with the Commission to see if they have anything they individually would like to see presented. He would also like to see renderings made if we were to remain as we are. Mr. Bell asked if the Commission would like to know costs associated with the renderings of the future of Port Consolidated. Commissioner Campbell asked the Manager to provide everything he can during the future presentation.

Mayor Correa summarized the City will be asking for an agenda item for extension of the due diligence period. Commissioner Jones advised the Commission would like to continue the discussion on the other questions Mr. Bell has on Thursday July 11th.

Ms. Carty advised the proposed budget reflects doing more programming at the River Center.

- i) Alternatives as directed by the Commission

No further discussion.

4. ADJOURN at 10:21 AM

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FS 286.0105

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

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MINUTES CITY OF PALATKA July 11, 2024

The minutes of the proceedings of the regular meeting of the Palatka City Commission held on Thursday, July 11, 2024 at 6:00 PM at City Hall, 201 N. 2nd St., Palatka, FL 32177.

1. CALL TO ORDER The following are the Minutes of the proceedings of a regular meeting of the Palatka City Commission called to order at 6:00 PM on July 11, 2024, at Palatka City Hall, 201 N. 2nd St., Palatka, FL 32177.

- a. Invocation

An invocation was offered by Chaplain Mulberry.

- b. Pledge of Allegiance as led by Commissioner Campbell

- c. Roll Call

Present:

Commissioner Tammie McCaskill

Commissioner Justin Campbell

Commissioner Will Jones

Commissioner Rufus Borom

Mayor Roberta Correa

Also Present: Troy Bell, City Manager; Jane West, City Attorney; Sunni Krantz, City Clerk; Marcia Carty, Finance Director; Virginia Jones, HR Generalist; Peter Willott, Public Information Officer; Eddie Cutwright, Community Affairs Director; Chris Taylor, Fire Chief; Matt Newcomb, Assistant Police Chief; Yul McNair, Airport Manager; Allegra Kitchens, former City Commissioner; Tarsha Givens; Audrey Wise; Erin Hewes, Larra Wallace, Charlie Douglas, Taylor Douglas, Jeremy Alexander, Marc Hewes, Rick Paul, Robert Wise, Alonzo Mulberry, City Chaplain and Shawn Bruneau, Water Treatment Plant Superintendent (via telecommunications technology)

2. APPROVAL OF MINUTES

- a. Minutes of the City Commission on the following dates:

Motion to approve all by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.

MINUTES
Palatka City Commission
July 11, 2024

- i) June 7, 2024 Budget Workshop
- ii) June 13, 2024 Regular Meeting
- iii) June 14, 2024 Special Called Workshop
- iv) June 20, 2024 Budget Workshop

3. PUBLIC RECOGNITION/PRESENTATIONS Ms. West recognized Joe Andreacchio for serving as an intern in the City Attorney's office. She thanked him for working on the blight to bright initiative. He has agreed to stay on an additional month to fulfill his pro bono requirements.

a. IN THE SPOTLIGHT- Employee of the Month

Mrs. Jones presented the employee of the Month award to Officer Brian Bowers. Asst. Chief Matt Newcomb advised after just 1 year of service, Ofc. Bowers is an active field training officer. He was nominated for performing an outstanding job.

4. CITY MANAGER AND ADMINISTRATIVE REPORTS

a. Legal Department - River Center land swap notification of deadlines

Ms. West expressed a decision will need to be made regarding the River Center land swap.

Motion to move the River Center land swap item to Regular Business as well as discussion regarding the investigations by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.

Ms. West advised there was an issue raised regarding the disposal of properties in a Community Redevelopment Agency under Fla. Stat. 163.803 There is one case on point in Tampa, who took a similar position that she had and were overruled by the appellate court. She is recommending the City provide notice for proposals for the acquisition and revitalization of the St. Johns River Center. This would be advertised for a 30-day period.

Charlie Douglas, owner of Blue Crab Development Group North, LLC, whom the City is presently under contract with for the property, spoke regarding the statute. He believes the statute is distinguishable from the matter before us. However, his organization want this to be a win-win for the City, and therefore do not object to opening the 30-day notice. He addressed Commissioner Jones' concern regarding public access to the River Center by saying that is at the heart of this process. He reaffirmed weddings, socials, and other gatherings at the River Center will be an integral component of the River Center. The contract entails a swap between the City and his organization. To swap the City's River Center (102 N. 1st. St) with the Port Consolidated property (100 and 102 Reid St). He advised the Port Consolidated building is where the eye goes when visitors enter the City. With ownership of this property, the City would be able to have complete control of the gateway into the community. The building could be renovated to include a state-of-the-art board meeting room. it recently had a \$150,000 new roof. He showed boards of potential renderings (not provided to the Clerk for the record as they were on large poster boards). Regarding the perpetual evaluation analysis, the topic of staffing topic is important.

Motion to move forward with the recommended proposals 30-days so it is a solid decision by Commissioner Campbell. Seconded by Commissioner Borom. Motion Passed unanimously.

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Commissioner Jones advised 30 days would put us after the deadline for due diligence. Ms. West explained the current contract will go in abeyance as agreed upon by the parties.

5. PUBLIC COMMENTS

- a. Public Comments - (Speakers limited to three minutes - no action taken on items)

The floor was opened to public comment.

Sam Deputy 917 Carr St/623 St Johns Ave., Palatka, FL 32177 - spoke regarding the St Johns Avenue road construction entering its sixth year. He advised on July 3, 2024 the downtown merchants were notified the road work would be delayed for 2 weeks. He was told that it was a scheduling conflict.

Tarsha Givens 225 Stilwell Ave., Palatka, FL 32177 - spoke with concern regarding PFAS and PFOS, which are chemicals difficult to remediate. They are found at brownsfield redevelopment sites. She believes the property next to the City Hall is a brownsfield and asked the Commission to consider this when considering the land swap.

Hearing no further requests to comment, the floor was closed to public comment.

- b. Commission and Staff Response

Ms. West responded regarding the PFOS class action lawsuit, in which the City is a defendant. She spoke regarding Chief Taylor's efforts to ensure the Fire Department employees are careful of the carcinogens found in "forever chemicals".

6. CONSENT AGENDA Staff asked to remove item D from the Consent Agenda as the applicant has withdrawn the application since the agenda was prepared.

Commissioner Jones asked for discussion concerning items A, G and K.

Motion to approve except items A, G, and K and omitting D overall by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.

- a. APPOINT Commissioner Borom as the City's Voting Delegate at the Florida League of Cities 2024 Annual Conference and Manager Bell as the alternate

Commissioner Borom expressed he cannot serve as the City's voting delegate this year as he is already a part of the business meeting of the Florida League of Cities. Commissioner Campbell offered to serve as the voting delegate.

Motion for Commissioner Campbell to attend as the voting delegate by Commissioner Jones. Seconded by Commissioner McCaskill. The Motion Passed unanimously.

Commissioner Jones clarified the Commission is not appointing an alternate delegate.

- b. ADOPT RESOLUTION 2024-R-137 Granting a Special Event to the Putnam County Fire and Rescue for the 9/11 Remembrance Ceremony on September 11, 2024
- c. ADOPT RESOLUTION 2024-R-131 granting a special event to the Putnam County Historical Society for the Occupation of Palatka on September 26 - 29, 2024

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- d. ADOPT RESOLUTION 2024-R-130 granting a special event for Save the Datil Peppers on Oct. 26, 2024
- e. ADOPT RESOLUTION 2024-R-132 granting a Special Event to the Community Affairs Department for Community Fitness Fun Field Day on August 10, 2024
- f. ADOPT RESOLUTION 2024-R-134 amending the General Fund Budget for FY 2023-24 to recognize revenue in the amount of \$40,000 from Code Enforcement lien fines and to allocate it to the purpose of removing blight.
- g. ADOPT RESOLUTION 2024-R-136 authorizing the Palatka Police Department to spend up to \$33,000 to replace and upgrade current firearms and handguns.

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE PALATKA POLICE DEPARTMENT TO EXPEND FUNDS IN AN AMOUNT NOT-TO-EXCEED \$33,000, TO UPGRADE AND REPLACE CURRENT FIREARMS AND HANDGUNS, PROVIDING FOR SCRIVNER'S ERRORS

Assistant Chief Newcomb advised the procurement threshold is \$25,000. The current trade-in value for our firearms and handguns is high. The alternative to replacing them would be to replace springs and firing pins.

Motion to approve by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.

- h. ADOPT RESOLUTION 2024-R-135 authorizing the Palatka Police Department to apply for the 100% funded Florida Department of Law Enforcement Criminal Justice JAG D Grant in the amount of \$6,275.
- i. ADOPT RESOLUTION 2024-R-142 authorizing Change Order No 9 with SGS Contracting Services, Inc. for the Platt Drew Wastewater Treatment Plant Biosolids Improvements project in the amount of \$101,990.33.
- j. ADOPT RESOLUTION 2024-R-141 authorizing execution of Amendment No. 2 for Community Development Block Grant (CDBG) MIT Project MT013 Sanitary Sewer Resiliency Master Plan.
- k. ADOPT RESOLUTION 2024-R-140 incorporating the proposed benefits policy to Section 8 Personal Security Program of the Personnel Policy

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, INCORPORATING THE PROPOSED BENEFITS POLICY TO SECTION 8 PERSONAL SECURITY PROGRAM OF THE PERSONNEL POLICY, AND PROVIDING FOR SCRIVENER'S ERRORS

Mrs. Jones advised the Commission provided input on this policy in October 2023, the changes were made and were presented at the last meeting. Today, the Resolution is before the Commission to adopt the policy.

Motion to approve by Commissioner Campbell. Seconded by Commissioner Borom. The Motion Passed unanimously.

- l. ADOPT RESOLUTION 2024-R-143 authorizing execution of service proposal with Atlantic Pipe Services for manhole lining and repair (not to exceed \$79,582.34 (100% grant funded)

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- m. ADOPT RESOLUTION 2024-R-146 authorizing execution of an Interlocal Agreement between the Community Redevelopment Agency (CRA) and the City of Palatka for services the City shall provide the CRA
- n. ADOPT RESOLUTION 2024-R-147 authorizing the Palatka Police Department to participate and apply for the FY 2023 Edward Byrne Memorial JAG Program for patrol division equipment and authorizing the Mayor to execute a letter approving the funding distribution.

7. REGULAR BUSINESS

Motion to add emergency item for the investigations from our labor attorney, Susan Erdelyi by Commissioner Campbell . Second by Commissioner McCaskill. Motion passed unanimously.

Discussion commenced regarding the present state. Commissioners Borom and Jones spoke regarding the need for information to be presented to Human resources and then presented to the Commission. Commissioner Campbell advised there is not a specified policy that a complaint must go to the Human Resources Department, so it can go to a member of the Commission and the Commission has the ability to react. Mayor Correa and Commissioner McCaskill indicated desire to provide a manner in which HR or the City Attorney who report to the City Manager to be able to speak with candor. Commissioner Jones expressed concern Ms. Erdelyi's recommendation may not be in Mr. Bell's best interest. Commissioner Campbell advised Ms. Erdelyi was not in favor of some of the jargon in the contract, not her against Mr. Bell. Commissioner McCaskill reminisced that was the first time Ms. Erdelyi had seen some of the contract language.

Commissioner McCaskill indicated she has spoken with Ms. Erdelyi, who has recommended a potential investigator who is free and independent of the League and Ms. Erdelyi's firm (Mark Gray). The Commission needs to give direction as to the scope of the investigation. The investigator would need to know to whom to report. Commissioner McCaskill expressed the need to complete the investigation before the end of Mr. Bell's probationary period, which will end in August. The Commission needs time to review and respond to the results. Commissioner McCaskill spoke regarding some of the options so that the employees are not easily identified and the investigator may want to put the employee on administrative leave. Commissioner Campbell spoke in favor of remaining along the lines of the recommendation of the labor attorney.

Discussion commenced regarding who would act as a liaison between the Commission and the labor attorney. Commissioner Campbell and Mayor Correa spoke in opposition to it being the Mayor. Commissioner Borom spoke in opposition to it being Commissioner McCaskill.

Motion to have Commissioner McCaskill act as the liaison by Commissioner Campbell. Second by Commissioner McCaskill. Motion passed unanimously.

The floor was opened to public comment:

Ms. Allegra Kitchens 1027 S 12th St., Palatka, FL 32177 - spoke regarding Ms. Erdelyi's desire to wait regarding Mr. Bell's contract. She recommended the same investigator investigate both the City Manager and the

employee being investigated.

Tarsha Givens 225 Stilwell Ave., Palatka, FL 32177 - reminded the Commission they must be fair and just to all citizens. She spoke regarding a difficult and challenging work environment. She indicated Mr. Bell's investigation is a distraction from the employee investigation. She expressed concern the Commission has not made Mr. Bell feel welcome.

Hearing no further requests to comment, the floor was closed to public comment.

Commissioner Campbell responded to the public comment that Mr. Bell desires an independent investigator to investigate the employee.

Commissioners McCaskill and Campbell spoke regarding attempts to make Mr. Bell welcome.

Discussion commenced regarding the investigation time period. Mayor Correa advised the probation period will end on August 7. Commissioner Borom spoke regarding the need to give an investigator time to do their job. Mayor Correa spoke regarding the matter being handled as soon as possible and an investigator could ask for an extension. Commissioner Borom recommended Commissioner McCaskill use the Clerk to disperse information on whether a special called meeting is needed concerning the investigation.

Discussion commenced regarding the investigation regarding an employee. Mr. Bell responded the matter is an inquiry (not an investigation), in collegian integrity for the Assistant City Manager. The scope for this has been developed, to determine if there is an ethical or criminal requirement to provide notice of interest per the code. Second, if there is a requirement to provide notice, what form or format that notice must take. And if required, if sufficient or adequate notice was given.

Commissioner Jones expressed the City Manager should be able to perform the scope, himself as it is his job. Commissioner Campbell asked the Commission to consider the person subject of the inquiry wanted the City Manager position. Commissioner Campbell expressed it is not in the scope of the duty of the Commission to determine whether the Manager can call for an independent inquiry. The Commission discussed how the allegations arose.

The floor was opened to public comment:

Allen Sheffield 512 Mulholland Park, Palatka, FL 32177 - spoke regarding the issue being difficult to speak collectively due to the Sunshine law and asked the commission to speak individually to legal counsel.

Hearing no further requests to comment, the floor was closed to public comment.

- a. Department of Corrections Interagency Public Works Agreement renewal with addendum regarding forgiveness of civil restitution liens

Ms. West has concerns regarding prison labor. She advised Florida is one of a few states that pays hardly anything to work squads. Staff is asking to present the addendum to the Department of Corrections, which would allow upon their release from prison, their civil restitution liens to be forgiven. By Statute, released convicted felons can vote, however, all restitution liens must be paid in full. This would assist them in this process. She is unaware if the Department of Corrections will be amenable to the addendum.

Motion to approve by Commissioner Campbell. Seconded by Commissioner Jones. The Motion Passed unanimously.

- b. DISCUSSION/DIRECTION - RESOLUTION 2024-R-133 authorizing a donation to Lee Conlee House to assist with operational expenses due to recent decreases in State funding and authorizing a FY 2023-24 budget transfer to accommodate same. The request is the amount of \$112,570.89.

A RESOLUTION OF THE CITY OF PALATKA AUTHORIZING A DONATION TO LEE CONLEE HOUSE; AUTHORIZING A FY 2023-34 BUDGET TRANSFER; AND PROVIDING FOR SCRIVENER'S ERRORS

Ms. Lori Slaven spoke regarding the shortfall the Lee Conlee House has experienced in funding. In the past two years they have lost \$250,000 of federal funding. While, they have been fundraising, it is not enough to keep the level of services the domestic violence survivors deserve. They have been in operation since 2004 and this is the first time they have requested funding from the City. She advised the County provides \$10,000 per year.

Mr. Bell advised the City does not presently have a policy to address requests over \$25,000. He suggested Staff assist the Commission with creating a policy with a rubric to assist the Commission and bring this item back at the next meeting. Mayor Correa advised the City highly needs these services and spoke regarding the need to have a policy.

No Motion was made. Commissioner Campbell recused himself from the item.

- c. DISCUSSION/DIRECTION - RESOLUTION 2024-R-138 authorizing a donation to the Palatka Police Athletic League (PAL) to assist with the Palatka PAL Teen Summit and the Youth Directors Conference and authorizing a FY 2023-24 budget transfer to accommodate same. The request is in the amount of \$16,000.

A RESOLUTION OF THE CITY OF PALATKA AUTHORIZING A DONATION TO THE PALATKA POLICE ATHLETIC LEAGUE; AUTHORIZING A FY 2023-24 BUDGET TRANSFER; AND PROVIDING FOR SCRIVENER'S ERRORS

Ms. Lalita Thomas 2406 Leigh Terr., Palatka, FL 32177 - addressed the Commission regarding a request funding for the attendance of the Police Athletic League at two conferences. This is a reimbursement request as the funding already had to be expended.

Staff has identified American Rescue Plan Act (ARPA) funding in the educational category. Ms. Carty advised there is \$40,000 in this category. Commissioner Borom suggested putting animal control funding there to shift funding.

Motion to move funds from ARPA fund to facilitate the PAL's request in the amount of \$16,000 by Commissioner Borom. Seconded by Commissioner Jones. The Motion Passed 4-0, Commissioner Campbell recused himself from the vote.

Commissioner Borom recommended moving the animal control funds back. Mayor Correa clarified it was for animal neutering.

Motion to put the 10,000 back into animal control by Commissioner McCaskill. Seconded by Commissioner Borom. Motion unanimously (Commissioner Campbell not present for the vote).

8. PUBLIC HEARINGS

- a. ADOPT RESOLUTION 2024-R-139 authorizing a non-ad valorem assessments to partially fund the cost of availability of fire protection services

Mark Lawson, Esq. with MGLPA addressed the Commission regarding the Fire Assessment public hearing. This is a policy decision to be made by the Commission. We have attempted to be fair, reasonable, and proportionable and to partially fund a chunk of the budget.

The floor was opened to public hearing.

Mandy Stephenson 415 Jackson St., Palatka, FL 32177 - spoke in opposition. She asked that the Fire Assessment be capped or stopped at some point. If not, she expressed she would be willing to have her property de-annexed from the City.

Robert Stephenson 415 Jackson St., Palatka, FL 32177 - spoke regarding paying a fire assessment on the market value, not on the taxable value.

Allegra Kitchens 1027 S 12th St., Palatka, FL 32177 - advised as the marketable value of a property increases, the fire assessment increases. She asked the Commission to leave the fee at a variable rate of \$2.46 per \$1,000 of the relative value of the improvements associated with the tax parcel (no land value) and a \$125 equal rate for each tax parcel.

Hearing no further requests for comment, the floor was closed to public hearing.

Commissioner Borom advised Mrs. Stephenson to speak with the City Manager and spoke regarding the time before the Fire Assessment was initially adopted the millage rate was 9.1478 and it was dropped to 6.4 to give a break.

Commissioner Jones expressed he has a problem with the Fire Assessment. He challenged the Finance Department and the City Manager to give the citizens a reprieve.

Mr. Lawson expressed the approach the City takes only looks at the change in improvement value, not land value. He expressed the State passed a save our homes credit, if someone is in their home for a long time. This program does not look at the save our homes and would like to see if that is the cause of the Stephenson's concerns. He expressed putting a cap on the fire assessment would mean it would slowly go down over the years while costs increase. Commissioner Borom spoke on the need to have reserves. Mr. Lawson recommended the Commission adopt the fire assessment, which is not final until the final budget is adopted.

Motion to approve by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.

Ms. Carty advised the fire assessment constitutes 58% of the Fire Department budget. Commissioner Jones indicated he would like to see the fire assessment be lower.

- b. ADOPT ORDINANCE 2024-06 providing urban homesteading standards for the raising/keeping of Domestic Fowl in residential zoning areas and prohibiting roosters (2nd reading)

Presented for 2nd reading: AN ORDINANCE OF THE CITY OF PALATKA, PROVIDING URBAN HOMESTEADING STANDARDS FOR THE RAISING AND KEEPING OF DOMESTIC FOWL IN RESIDENTIAL ZONING, PROHIBITING ROOSTERS; PROVIDING CONFLICTS, SEVERABILITY, REPEAL, SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

The floor was opened to public hearing. Upon hearing no requests to comment, the floor was closed to public hearing.

Motion to approve by Commissioner McCaskill. Seconded by Commissioner Campbell. The Motion passed unanimously.

- c. Amending Future Land Use Map and Rezoning Parcels: 09-10-26-0213-0000-0010, 09-10-26-0213-0000-0020 and 09-10-26-0213-0000-0030 located on Kelley Smith School Road
- i) ADOPT Ordinance 2024-07 amending the future land use map of 09-10-26-0213-0000-0010, 09-10-26-0213-0000-0020 and 09-10-26-0213-0000-0030 from City of Palatka Commercial (COM) to City of Palatka Residential Low (RL) - first reading continued from June 13, 2024

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 50 ACRES IN SIZE) FROM CITY OF PALATKA COMMERCIAL (COM) TO CITY OF PALATKA RESIDENTIAL LOW (RL) FOR THE FOLLOWING PROPERTY LOCATED ON KELLEY SMITH SCHOOL ROAD, PALATKA, FL 32177, PARCEL NOS.: 09-10-26-0213-0000-0010, 09-10-26-0213-0000-0020, AND 09-10-26-0213-0000-0030, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; AND PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Mr. Aghemo advised this item was discussed at the City Commission meeting on June 13 and continued to today, for staff to bring back photos of the property. The properties were annexed in 2005. In 2023, a lot split was approved by the City. On April 2023, the Emergency Division assigned an address to the lot. On Feb 9, 2023, the Commission approved to amend the future land use of 134 Kelley Smith School Road. Putnam County issued a building permit to build a residential home. With the remainder of the other parcel, an application for a residential subdivision known as Azalea Place Subdivision was approved by Resolution 2024-R-57.

Mr. Aghemo explained the final plat was approved by the Commission in April, the original notice had the address that the project had when it went to the Planning Board. He spoke regarding the citizen pointing out the error at the last meeting. Commissioner Jones asked about the homeowner coming before the board.

Patrick Kennedy 673 3rd Ave., Palatka, FL 32177 - spoke on behalf of JJT1, LLC owned by Tobi McGuigan, Joshua Anderson, and Next Door Real Estate (a limited partner not involved in the development but with an ownership interest in the land), He advised the Assistant City Manager, Mr. Griffith has interest in the Next Door Real Estate.

Commissioner Campbell asked to wait until the employment investigation regarding Mr. Griffith ends. Mr. Kennedy advised whether the Assistant City Manager has an interest is not at question. If an employee wants to rezone the property they can request it. The lots have been subdivided and the plan is to create residential lots.

Mr. Aghemo advised last February a lot was created in 2023. 7341 Crill Avenue was a lot created that was rezoned by the Commission to R-1 in February 2023. The entire lot was addressed as Crill as it did not have a final plat approval so it did not have an address. Presently, the three lots subject to the request before the Commission are commercial.

The floor was opened to public hearing.

Robert Wise 150 Kelley Smith School Rd., Palatka, FL 32177 - apologized for misstating some things at the last meeting. The property was originally zoned commercial when annexed into the City. When they began advertising the subdivision, it was advertised as 7341 Crill Avenue. He asked how they would have an access to Highway 20

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and was told they had to go Kelley Smith School Road. He asked how they can divide the property and put houses on it while it is still zoned commercial. The expressed concern the City has cut a trench across Kelley Smith School Road. He asked that when we have a problem about an internal discussion should be at the end of the meeting. Mr. Wise advised he did not receive notice in 2023.

Hearing no further requests for public hearing, the floor was closed to public hearing

A motion to table by Commissioner Campbell - died for lack of a second.

Commissioner Jones expressed concern this would create urban sprawl and spoke in favor of denial. He expressed all parties should come back with what they are trying to do. Ms. West reminded the Commission is asked to change the policy of the City. If the City is making a decision not fairly debatable, there is potential liability.

Motion to table by Commissioner Campbell. Second by Commissioner McCaskill. Motion failed 2 to 3 with Commissioners Jones, Borom and McCaskill dissenting.

Commissioner Jones expressed desire to deny the request to change the future land use map as it would create urban sprawl

Ms. West advised this would go against Staff's recommendation that this does not create urban sprawl. He said the reason he wants to deny it is because there is a conflict with an employee that hired Mr. Aghemo.

Ms. West spoke regarding leapfrog development under Rule 9j5A, Ms. West advised this is not leapfrog development, it is in-fill development as water and sewer connections are there.

Mr. Aghemo advised he is responsible to do the Staff Report and analysis. He advised although hired by Mr. Griffith, he did not report to Mr. Griffith. If desired, prior to the next meeting he will reconsider the analysis and do his own analysis, as the analysis was completed by his Planning Director predecessor.

Motion to postpone until a date certain of August 8 by Commissioner Borom. Seconded by Commissioner Campbell. Motion unanimously.

- ii) Ordinance 2024-08 amending the zoning map of 09-10-26-0213-0000-0010, 09-10-26-0213-0000-0020 and 09-10-26-0213-0000-0030 from City of Palatka General Commercial (C-1) to City of Palatka Residential, Single-Family (R-1) - first reading continued from June 13, 2024

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM CITY OF PALATKA GENERAL COMMERCIAL (C-1) TO CITY OF PALATKA RESIDENTIAL, SINGLE-FAMILY (R-1) FOR THE FOLLOWING PROPERTY: LOCATED AT KELLEY SMITH SCHOOL ROAD, PALATKA, FL 32177, PARCEL NOS.: 09-10-26-0213-0000-0010, 09-10-26-0213-0000-0020, AND 09-10-26-0213-0000-0030, PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Motion to postpone by Commissioner Campbell. Seconded by Commissioner Borom. The Motion passed unanimously.

- d. ADOPT ORDINANCE 2023-48 amending provisions of a Planned Unit Development known as Crystal Cove RV Resort, Phase 1, located at 121 Crystal Cove Rd. (2nd reading)

Presented for 2nd reading - AN ORDINANCE OF THE CITY OF PALATKA, AMENDING PROVISIONS OF A PLANNED UNIT DEVELOPMENT KNOWN AS CRYSTAL COVE RV RESORT, PHASE 1, LOCATED AT 121 CRYSTAL COVE ROAD, TO

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REMOVE THE REQUIREMENT FOR A SWIMMING POOL, SPA OR LIKE FACILITIES, AND REVISE THE MAXIMUM LENGTH OF OCCUPANCY TO NO MORE THAN 180 DAYS IN ANY 12 CONSECUTIVE MONTH PERIOD; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVENER'S ERRORS

The floor was opened to public hearing. Hearing no requests to comment, the floor was closed to public hearing.

Motion to approve by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.

e. ORDINANCE 2024-09 establishing procedures for quasi-judicial proceedings - 1st reading
AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, CREATING MUNICIPAL CODE SECTIONS 54-1 THROUGH 54-6, ESTABLISHING PROCEDURES FOR QUASI-JUDICIAL PROCEEDINGS, PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVENER'S ERRORS.

Ms. West advised Staff has noticed some of the City's volunteer committees want more clarity on the process of quasi-judicial proceedings.

The floor was opened to public hearing. Hearing none, the floor was closed to public hearing.

Motion to approve by Commissioner McCaskill. Seconded by Commissioner Borom. The Motion Passed unanimously.

f. ADOPT RESOLUTION 2024-R-145 proposing the tentative millage rate of 6.4 mills for the levying of ad valorem taxes for the FY 2024-2025.
A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, ADOPTING THE TENTATIVE MILLAGE RATE OF 6.4000 MILLS FOR THE LEVYING OF AD VALOREM TAXES FOR THE FISCAL YEAR 2024-25; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVENER'S ERRORS

Ms. Carty advised Chapter 200 of Florida Statutes speak to the timetable for calculating and notifying the public of setting millage rates. We have to notify the property appraiser of our tentative millage rate. We must communicate this by August 2 - 4. The property appraiser will mail out to property owners a notice of proposed tax. We will hold public hearings at the Commission meetings in September. Our preliminary gross taxable value is \$712,053,000 which is \$51 million dollars more than last year. If we stay at 6.4 mills, we would generate revenues of \$4,562,000 which is slightly more than the rollback rate. She outlined three options: to adopt rollback rate of 6.1271 mills, or maintain the current rate of 6.400 mills, or consider other options. To increase the revenues by \$500,000 the millage rate would need to be 6.68 mills.

Commissioner Borom spoke in support of the rollback rate. Ms. Carty advised it would be \$194,565 less. Mr. Bell expressed today we are setting the tentative millage rate, not the final millage rate. Once we set the tentative millage rate, it is easier to communicate with the State that we want to go lower than the millage rate than more. Commissioner Borom advised we need to be mindful if we can return some funding to the taxpayers. Ms. Carty advised once a balanced budget is prepared, we can keep it in mind that we want to lower the budget by \$194,565.

Floor was opened to public hearing:

Mandy Stephenson 415 Jackson Ave., Palatka, FL 32177 - spoke regarding the City being very dependent upon the fire fee. She expressed concern the City has built the budget around the fire assessment revenue.

Hearing no further requests to comment, the floor was closed to public comment.

Commissioner Borom expressed some positions weren't filled in the budget last year and those can be trimmed.

Motion to approve by Commissioner Campbell. Seconded by Commissioner Borom. The Motion Passed unanimously.

9. COMMISSIONER COMMENTS

Commissioner Campbell recommended Staff and the City Attorney propose a proper way to proceed through meetings to allow us a manner to hear out the proper protocols of our meeting.

10. ADJOURN

Adjourn at 9:50 PM.

CITY OF PALATKA

By: Its Mayor

Attest:

City Clerk

NOTICES: ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, AT THE APPLICANT'S EXPENSE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 286.0105

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

ROBERTA M. CORREA
MAYOR - COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



TROY BELL, ICMA-CM
MPA, MS-Finance
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI L. KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA
MS-Taxation
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT

MINUTES **CITY OF PALATKA** **July 12, 2024**

The minutes of the proceedings of the regular meeting of the Palatka City Commission held on Friday, July 12, 2024 at 3:30 PM at City Hall, 201 N. 2nd St., Palatka, FL 32177.

1. CALL TO ORDER at 3:37 PM

A) Special Called Workshop Notice

The notice was read by the Clerk.

B) Invocation

Innovation was offered by Commissioner Borom.

C) Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Jones.

D) Roll Call

Present:

Commissioner Tammie McCaskill

Commissioner Justin Campbell (via telecommunications technology)

Commissioner Rufus Borom

Commissioner Will Jones

Mayor Roberta Correa

Also Present: Troy Bell, City Manager; Jonathan Griffith, Assistant City Manager; Jane West, City Attorney; Sunni Krantz, City Clerk; Marcia Carty, Finance Director; Virginia Jones, HR Generalist; Peter Willott, Public Information Officer; Lorenzo Aghemo, Planning Director; Eddie Cutwright, Community Affairs Director; Shawn Bruneau, Water Treatment Plant Superintendent; Brian McCann, Wastewater Treatment Plant Superintendent; Matt Mors, Assistant Wastewater Treatment Plant Superintendent; Chris Taylor, Fire Chief; Chad Branford, Deputy Fire Chief; Matt Newcomb, Assistant Police Chief; Yul McNair, Airport Manager; Pam Butler-Hughes, Customer Service/Records Clerk; Renee Brown, Planning Clerk

2. PUBLIC COMMENTS

A) Public Comments - (Speakers limited to three minutes - no action taken on items)

The floor was opened to public comment. Hearing no requests to comment, the floor was closed to public comment.

3. DISCUSSION - FY 2024-25 BUDGET

A) 3rd Draft Budget FY 2024 - 2025

Ms. Carty advised as of the 3rd draft of the budget, the budget is not balanced as not all revenues have been entered.

B) Decision Units, New Positions, and Commissioners' Initiatives

The total direct cost of 12 new positions is \$705,484.

Discussion commenced regarding the new Deputy Clerk position. The new position in the Clerk's Department amount will change from the initial request by the Clerk for \$32,000 (for Records Clerk) to \$44,000 (for a Deputy Clerk). Commissioner Borom spoke in support of a dedicated legislative aide. Mayor Correa spoke in support of a Deputy Clerk from a job continuation perspective. The Clerk and the Manager spoke regarding the cost savings it would provide as the City Manager intends to present a budget without a Legislative Aid position to offset some of the difference in cost. The Clerk spoke regarding providing quality work by an educated professional if the work of the administrative tasks to the Commission remain in the Clerk's department.

C) Department Budget Presentations

i) Information Technology - Brent McFatter, Market Manager, Inspired Technologies

Mr. Brent McFatter of Inspired Technologies provided a presentation regarding the achievements of the IT department for the past year, the goals of the year forward (including separating the City network from that of the police department). He spoke regarding the capital budget requests (including budgeting for 8 computer and 2 server replacements).

ii) Fire Department - Chris Taylor, Chief

Chief Taylor spoke regarding the ISO rating of 2 that the department maintains. He spoke regarding grants the Fire Department has applied for and received. He spoke regarding the roof and plumbing needing to be replaced at the Main Station and the plumbing needing to be fixed at the Kay Larkin Station. He spoke regarding the current personnel, and the additional personnel requested: an administrative assistant for the Deputy Chief, Operations/Training Chief. The department wishes to apply for an AFG grant for 3 firefighters.

iii) Airport Fund - Yul McNair, Airport Manager

Mr. McNair spoke regarding the progress and the achievements at the Airport, including relining the two 12,000 gallon fuel tanks and abandoned aircraft auction. He spoke regarding notable operational changes and goals for the next fiscal year, including completing the installation of emergency generators at the airport and initiating the airport master plan update. His capital budget for next fiscal year will be reduced because some of the projects were paid for this fiscal year.

iv) Water Treatment Plant - Shawn Bruneau, Superintendent

Mr. Bruneau spoke regarding the achievements at the Water Treatment Plant, including the hiring and training of new employees and replacement of computers for the SCADA system. Goals for next year include finishing the Granulated Activated Carbon filtration system build and bringing it online and service of the elevated tank. With the new system coming online, the proposed budget for next year is higher. Personnel, he has one class A water operator. The Assistant Superintendent and Fourth Water operator position are vacant. The capital budget will increase next year for the SCADA. The City will get a system that is integrated with IT and we will not have to worry about losing it in a catastrophe.

v) Reclamation Facility - Brian McCann, Superintendent

Mr. McCann presented the budget of his department. He presented last year's achievements, including the start of Lift Station 16 upgrade, and operating through being short a mechanic. Next year's goals include completing the digester project and training the staff regarding its process. He is asking for an increase in the operating budget due to the increase in chemical prices, equipment maintenance on 40-year-old equipment, increased lab

fees, and electricity increases. The capital budget will increase. Some years they have grants that will cover the Plant's projects. This year, he is asking for funding to replace the pump station at the Golf Course, replace the irrigation system at the Airport, and replace the control panel for the City reuse irrigation.

Commissioner Borom asked for a list of the age of the equipment of the Wastewater Treatment Plant.

vi) Clerk's Department - Sunni Krantz, CMC, City Clerk

The Clerk gave a presentation that outlined past goals and goals going forward. She spoke regarding decision units for a new position, bringing the comp plan under the Municode website, and adding additional filing cabinets or shelves.

vii) Legal Department - Jane West, Esq., City Attorney

Ms. West presented the goals of her department from the past year, including digitizing the records of her department. She spoke regarding the litigation for the past year. She has assisted in recovering over \$75,000, including a \$40,000 judgment stemming from one property, and has brought in \$17,000 on claims for excess proceeds from tax deed sales. Her department includes herself and one intern. She is the City's first full-time in-house attorney. She would like to keep the operating budget the same for a year.

viii) Planning and Zoning Department - Lorenzo Aghemo, MRP, Director

Mr. Aghemo presented the achievements of the department, including doubling the production of the department in 2024. He has updated the Planning Department's 44 application forms and updated them on the City's website. The department has collected \$911,707. As of March 31st, they have collected almost \$50,000 and in business tax receipts alone almost \$20,000. He spoke regarding the need to update the City's Comprehensive Plan. He advised the increase in the capital budget of about \$50,000, includes a grant application for \$75,000. He is asking to make one of the part-time planning positions to become full-time. He spoke regarding contracts for service for the vision plan, and stormwater inspection services, and to have a contract in the next budget to update the comprehensive plan and develop a geographical information system (GIS) for the City.

ix) Police Department - Jason Shaw, Chief

Assistant Police Chief Matt Newcomb provided an overview of the achievements of the Department. They are proud of the promotions and organizational chart changes and multiple supervisory promotions from the past year. For two years there has been a crime reduction. There is only one civilian position for a PSA/Animal Control Officer open at this time. The department hopes that the County's new animal control shelter will enable us to fill the Animal Control position. They have 32 sworn officers. He spoke regarding new software and equipment they purchased this year. They obtained \$104,024 in grant funding this year. Implementation of the 800 MHz radios is scheduled for July/August. This is the first new system in 30 years. They plan to bring on 4 new cops grant positions. He spoke regarding updates to the building in the capital budget. They are requesting funding for vehicle purchases. Commissioner Jones expressed he would like to see the younger officers volunteer with PAL.

4. ADJOURN

Workshop adjourned at 6:08 PM The remainder of the department presentation items will be heard at the next budget workshop.

CITY OF PALATKA

By: Its Mayor

Attest:

City Clerk

NOTICES: ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, AT THE APPLICANT'S EXPENSE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.
FS 286.0105

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

2024 Summer Interns Recognition - Kyun Session, Riley Blackmer, Reagan Blackmer, Tommy Robinson, Trenton Williams, Ce’Niqua Edwards, Ja’Niiya Perry, Ralia Phillips, Tyran Wright, Cloi Batts, Brianna Gibbs, E’Niya James, Annabelle Lamb, Keilan McGinnis, Demarien Sutton, Kendall Lowe, Daunte Wilkerson, Tivon Adams

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The Human Resources Department would like to recognize the interns for Summer 2024.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

Recognize interns for a great start to their careers!

ATTACHMENTS

None

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Attached please find a presentation by Ms. Azcarate.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	Utility Assistance
----	--------------------

Utility Assistance Grant Report

Christall Azcarate, Founder and Lead
Consultant of Azcarate Consulting Group

A special thank you to the City of Palatka,
Mayor, City Commission, City Staff, PGA, Clay
Electric and FPL.

Background

- The City of Palatka partnered with Azcarate Consulting Group to administer the Utility Assistance Grant to alleviate the utility debts and burdens caused by the COVID- 19 pandemic.
- The funding administered covers past due utility bills including water, gas and electric service with the following companies:
 - Palatka Gas Authority
 - Florida Power & Light (FPL)
 - Clay Electric

Our Goal



Our goal was to assist at least 100 families with their delinquent or past due bills due to COVID-19 by the end of September 2024.

Goal achieved: Utilizing the Utility Assistance Grant, we were able to assist 126 families in the City of Palatka by the end of April.



Recover at least \$60,000 dollars in debt to Palatka Gas Authority from past due bills due to the COVID – 19 pandemic.

Goal achieved: We recovered more than \$90,000 in COVID - 19 debt.

Note:

The initial goals have been achieved. As of July 26, 2024 with the additional funds allocated, minus admin fees, we were able to assist a additional 63 families, spending 56k. Also as of July 26, 2024 we have doubled the recovered dollars in debt from 60,000 to a whopping \$126,410.23 for the Palatka Gas Authority.

Utility Aid Summary

FY 2024	HOUSEHOLD ASSISTANCE UTILITY AID		
Clay	Clay		
sum	average	# payments	
7,884.76	716.80	11	
FPL	FPL		
sum	average	# payments	
60,404.27	888.30	68	
Gas Authority			
sum	average	# payments	
126,410.23	979.92	129	
		207	one payment made in two pieces
	individuals	total aid	average/person
7/14-7/26	1	2,275.93	2,275.93
7/8-7/14	4	4,019.69	1,004.92
6/17-6/28	4	4,219.10	1,054.78
6/10-6/16	4	3,558.12	889.53
6/3-6/9	4	2,472.85	618.21
5/27-5/31	7	5,252.73	750.39
5/20-5/26	11	9,776.61	888.78
5/6-5/12	28	22,961.10	820.04
4/15-4/17	2	3,793.41	1,896.71
4/8-4/14	20	16,901.96	845.10
4/1-4/7	21	16,594.11	790.20
3/23-3/29	23	23,662.47	1,028.80
3/18-3/22	40	34,133.52	853.34
3/4-3/10	4	9,218.13	2,304.53
3/1-3/3	6	13,490.33	2,248.39
2/25-2/29	4	5,285.32	1,321.33
2/18-2-24	2	4,082.73	2,041.37
2/11-2/17	6	13,001.89	2,166.98
	191	194,700.00	1,019.37

Note: Each summary was calculated weekly.

Testimonials

“Christall and her team of consultants helped get my lights back on!” - **B. Brown**

“Without your help our lights would have stayed off longer because I just didn’t have the money. May God bless you for your assistance, Ms. Christall.” - **J. Young**

“I had been having the toughest time getting back on my feet. I had just called around the city of palatka looking for some help with the bills. You stepped up and made sure this was one less thing to worry about. For that I am truly grateful.” - **M. Nizeyimana**

“City of Palatka and Azcarate Consulting Group have done it again, thank you so much for the partnership that has been of assistance! keep it up, the community needs programs like this.” - **P. Tyler**

Future Initiatives

- Currently, we hope to secure more funds to help small, low income businesses.

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Attached please find the City wide Quarterly Financial Report for quarter ending June 30, 2024.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	CITYWIDE june 2024
----	--------------------

YTD-Total Citywide Budget and Actual		
Revenues	Budget	Actuals
Total Citywide	\$ 75,392,556	\$ 35,823,115
Expenditures	Budget	Actuals
Total Citywide	\$ (75,392,556)	\$ (28,679,450)
Net Results	Budget	Actuals
Total Citywide	\$ 0	\$ 7,143,664

General Fund Revenues		
Sources	Budget	Actuals
Property Taxes	\$4,245,748	\$3,803,055
Local Option Taxes	\$587,927	\$410,874
Utility Service Taxes	\$1,225,500	\$1,081,440
Communication Service Tax	\$338,915	\$283,366
Licenses/Permits	\$112,448	\$71,091
Franchise/Impact Fees	\$1,150,000	\$1,232,572
Special Assessments	\$1,840,168	\$1,895,652
State/Federal Grants	\$129,749	\$215,607
State Shared Revenues	\$1,187,877	\$812,294
Grants from Local Units	\$293,512	\$39,389
Charges for Service	\$214,000	\$315,101
Fines and Forfeits	\$88,500	\$119,720
Miscellaneous Revenues	\$560,753	\$1,086,375
Transfers In	\$791,935	\$500,559
Contributions/Reimbursements	\$1,681,514	\$1,247,917
Debt Proceeds	\$649,078	\$649,078
Fund Balance/Reserves - PY	\$5,554,765	\$0
Total Revenues	\$20,652,389	\$ 13,764,091

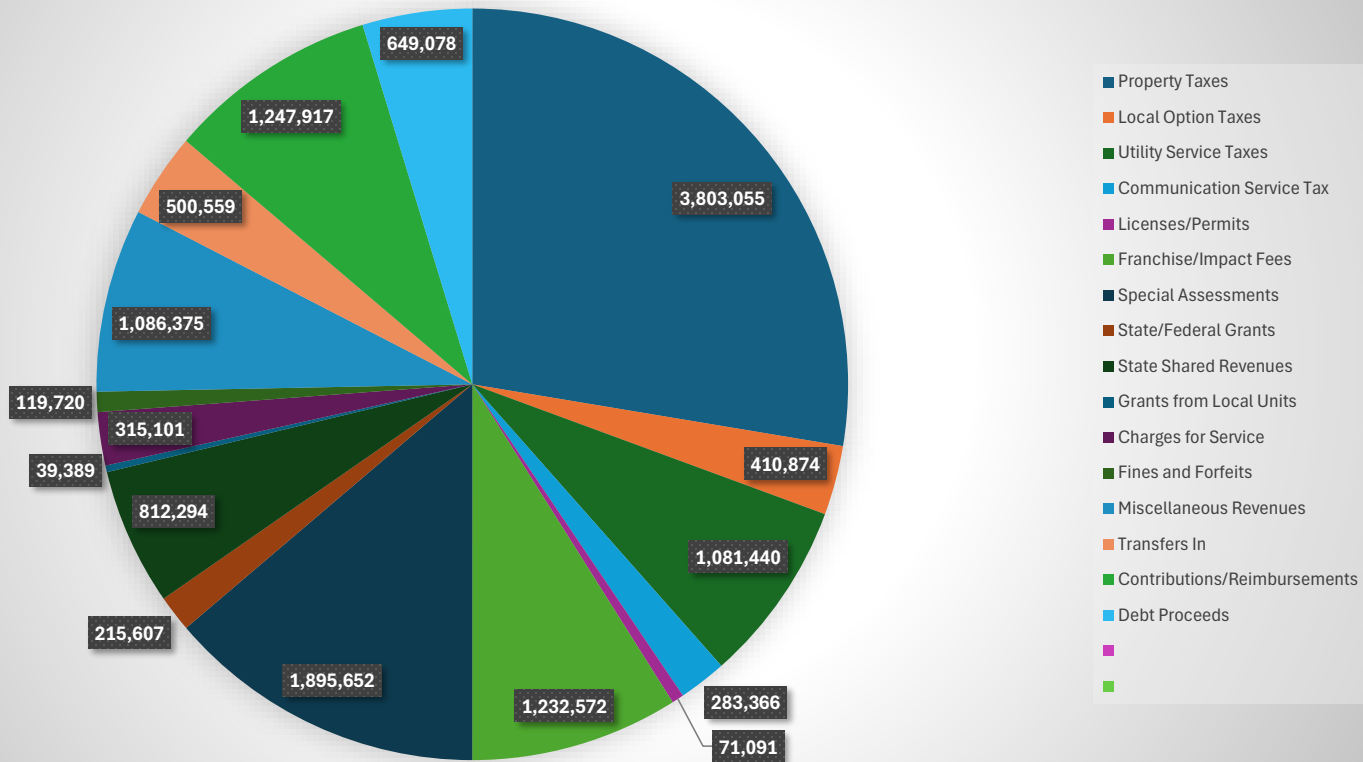
General Fund Expenditures		
Departments	Budget	Actuals
City Commission	\$567,612	\$243,753
City Manager	\$584,234	\$302,992
City Clerk's Office	\$183,207	\$115,921
Finance Department	\$616,893	\$409,412

Airport Fund		
	Budget	Actuals
REVENUES		
Grants	\$2,724,661	\$1,137,710
Operating Revenues	\$1,493,524	\$631,946
Other Revenues	\$6,050	\$50,245
Transfers	\$284,340	\$213,255
Fund Balance/Reserves - PY	\$38,155	\$0
Total Revenues	\$ 4,546,730	\$ 2,033,156
EXPENSES		
Personnel Expenses	\$394,568	\$253,420
Operating Expenses	\$1,217,341	\$518,025
Capital Expenses	\$2,764,360	\$1,137,197
Debt Service	\$5,544	\$5,544
Reimbursements	\$164,918	\$123,689
Fund Balance/Reserves - PY		
Total Expenditures	\$ 4,546,731	\$ 2,037,875
Net Results	\$ (1)	\$ (4,719)

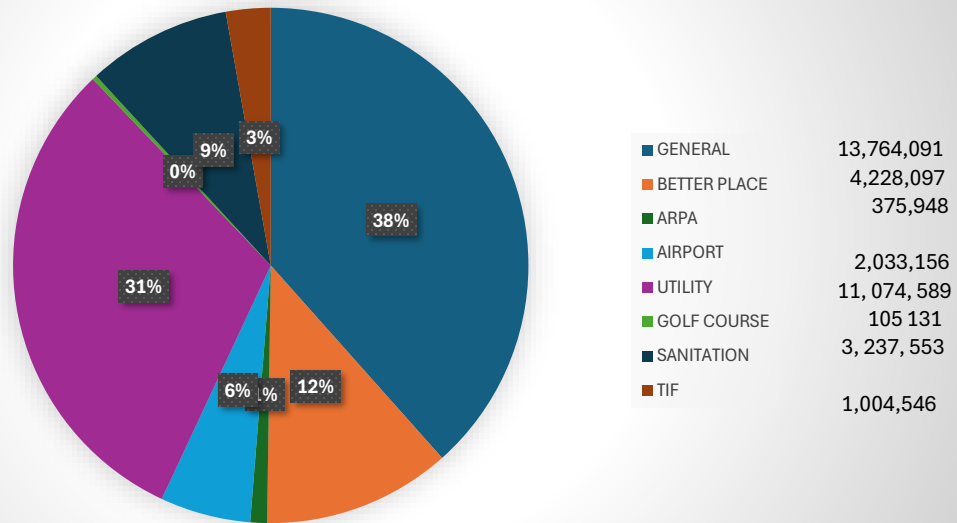
ARPA Fund		
	Budget	Actuals
REVENUES		
Revenues	\$1,972,392	\$375,948
Total Revenues	\$1,972,392	\$ 375,948
EXPENSES		
Operating Expenses	\$1,048,243	\$205,213
Capital Outlay	\$924,149	\$170,736
Fund Balance/Reserves - PY	\$0	\$0
Total Expenses	\$ 1,972,392	\$ 375,948
Net Results	\$ -	\$ (0)

Better Place Plan Fund			Sanitation Fund		
	Budget	Actuals		Budget	Actuals
REVENUES			REVENUES		
Discretionary Infrastructure Surtax	\$1,329,788	\$985,343	Charges for Services	\$3,384,030	\$2,673,416
State/Federal Grants	\$6,233,044	\$242,755	Contributions	\$0	\$0
Transfers In	\$1,175,301	\$0	Other Revenue	\$85,673	\$64,776
Loan Proceeds	\$3,000,000	\$3,000,000	Debt Service	\$499,362	\$499,362
Fund Balance/Reserves - PY	\$1,142,179	\$0	Fund Balance/Reserves - PY	\$360,357	\$0
Total Revenues	\$ 12,880,312	\$ 4,228,097	Total Revenues	\$ 4,329,422	\$ 3,237,553
EXPENSES			EXPENSES		
Operating Expenses	\$60,000	\$5,000	Garage Maintenance	\$186,378	\$175,529
Capital Outlay	\$5,204,192	\$1,564,279	Sanitation Department	\$2,237,600	\$1,529,203
Debt Service	\$83,346	\$83,346	Transfers Out & Reimbursemen	\$336,694	\$252,520
Transfers Out	\$129,000	\$3,358	Debt Service	\$315,400	\$172,583
Grant Matches	\$7,403,774	\$491,160	Capital Outlays	\$705,856	\$499,535
Fund Balance/Reserves - PY			Fund Balance/Reserves - PY	\$547,494	\$0
Total Expenses	\$ 12,880,312	\$ 2,147,143	Total Expenditures	\$ 4,329,422	\$ 2,629,370
Net Results	\$ -	\$ 2,080,954	Net Results	\$ -	\$ 608,183
Utility Fund			Tax Increment Fund		
	Budget	Actuals		Budget	Actuals
REVENUES			REVENUES		
Grants	\$10,938,538	\$4,362,911	Property Tax	\$849,914	\$819,422
Water & Waste/Sewer Charges	\$8,354,924	\$6,596,324	Other Revenues	\$131,926	\$185,126
Other Revenues	\$2,903,624	\$115,354			
Transfers	\$116,565	\$0	Fund Balance/Reserves - PY	\$1,108,802	\$0
Fund Balance/Reserves - PY	\$6,422,614	\$0	Total Revenues	\$ 2,090,642	\$ 1,004,548
Total Revenues	\$28,736,265	\$ 11,074,589	EXPENSES		
EXPENSES			Downtown Historic	\$500,262	\$110,228
Water Plant	\$3,017,961	\$1,348,865	South Historic	\$311,774	\$29,251
Sewer/Wastewater Plant	\$6,174,721	\$2,868,155	North Historic	\$113,018	\$30,908
Water & Sewer Distribution	\$13,006,797	\$2,958,583	Transfers	\$984,396	\$0
Utility Administration	\$680,621	\$501,278	Reimbursements	\$42,594	\$31,946
Debt	\$1,302,558	\$535,224			
Transfers	\$2,826,606	\$1,482,303	Fund Balance/Reserves - PY	\$138,598	\$0
Fund Balance/Reserves - PY	\$1,727,001	\$0	Total Expenses	\$2,090,642	\$202,332
Total Expenditures	\$ 28,736,265	\$ 9,694,407	Net Results	\$ -	\$ 802,216
Net Results	\$ -	\$ 1,380,182			

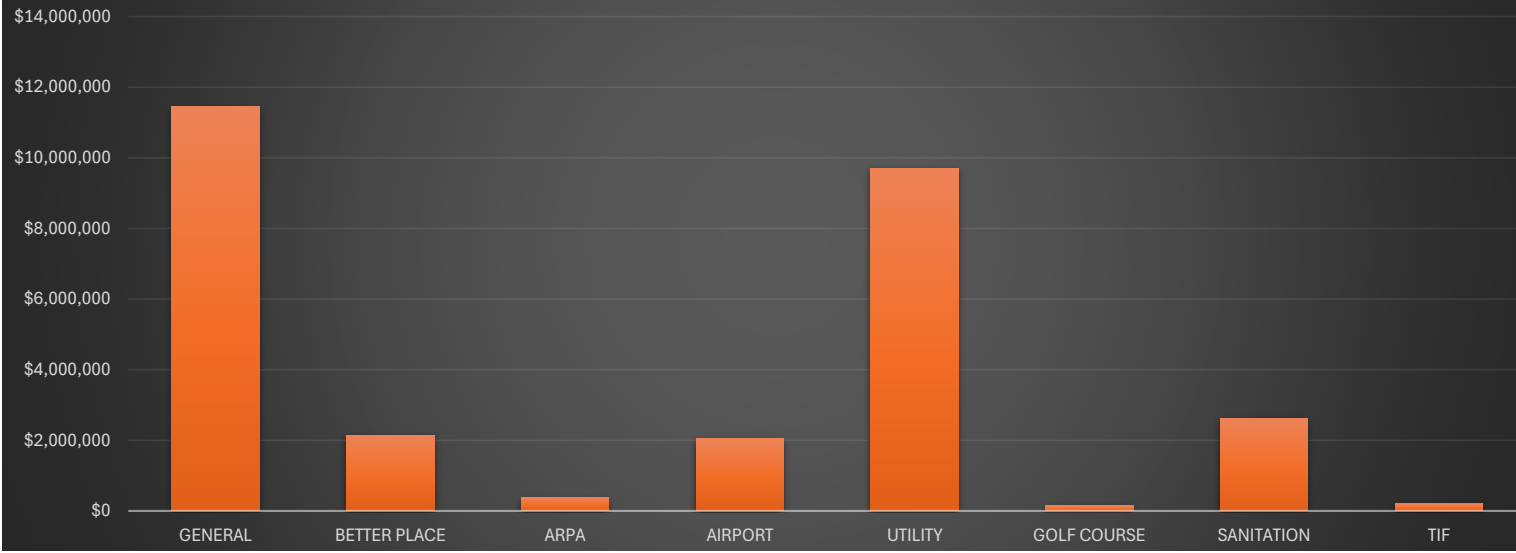
General Fund Actual Revenues as of June 2024



CITY-WIDE ACTUAL REVENUES AS OF JUNE 30, 2024



CITY-WIDE ACTUAL EXPENSES AS OF MARCH 31, 2024



REVENUE RESERVES' BUDGET BALANCE

FUND DESCRIPTION	FUND NUMBER	BALANCE	PERCENTAGE
General Fund	001	\$5,554,765.00	26.9%
Airport Fund	005	\$38,155.00	0.8%
TIF Fund	030	\$1,108,802.00	53.0%
Utilities	041	\$6,422,614.00	22.4%
Sanitation	043	\$360,357.00	8.3%
Better Place	101	\$1,142,179.00	8.9%
ARPA	300	\$0.00	
TOTAL RESERVES - CITYWIDE		<u>\$ 14,626,872.00</u>	<u>19%</u>

ADOPT RESOLUTION 2024-R-157 rebranding the City of Palatka Platt Drew Wastewater Treatment Facility to the "City of Palatka Platt Drew Reclamation Facility".

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The City Manager is requesting to rename the City of Palatka Platt Drew Wastewater Treatment Facility to the City of Palatka Platt Drew Reclamation Facility.

BACKGROUND

The City of Palatka's wastewater treatment facility established in 1985 is currently named the "City of Palatka Platt Drew Wastewater Treatment Plant". The current name of the facility fails to accurately reflect the plant's essential role in environmental stewardship. The plant supplies reuse irrigation to several properties throughout the City, including the Golf Course, the Kay Larkin Airport, all of the municipal cemeteries and ball fields in addition to sod farm irrigation. As of 2015, the facility discharges 100% of its final effluent as reuse water, thus increasing water supply, lowering pollution into the St. Johns River, allowing for more robust recharge of our underground aquifers, mitigation of flooding risks and decreasing the amount of freshwater diverted from at-risk ecosystems.

PROJECT ANALYSIS

The rebranding will continue to honor the plant's namesake, Platt Drew, who was instrumental in implementing the City's water reuse process so that the City no longer dumped effluent into the St. Johns River. Platt Drew started as a mechanic at the plant and worked his way up to superintendent where he worked for 40 years. His proudest moment was when the plant got close to 0% discharge and the water was so clear that it reminded him of Florida's famous springs. He was a well-respected leader who created a family-like workplace complete with cook-outs, a tradition that continues to this day.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-157
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RESOLUTION NO. 2024-R-157

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
REBRANDING ITS WASTEWATER TREATMENT
FACILITY TO THE “CITY OF PALATKA ‘PLATT DREW’
RECLAMATION FACILITY; AND PROVIDING FOR
SCRIVENER’S ERRORS**

WHEREAS, the City of Palatka’s wastewater treatment facility established in 1985 is currently named the “City of Palatka Platt Drew Wastewater Treatment Plant;” and

WHEREAS, the current name of the facility fails to accurately reflect the plant’s essential role in environmental stewardship. The plant supplies reuse irrigation to several properties throughout the City, including the Golf Course, the Kay Larkin Airport, all of the municipal cemeteries and ball fields in addition to sod fam irrigation; and

WHEREAS, as of 2015, the facility discharges 100% of its final effluent as reuse water, thus increasing water supply, lowering pollution into the St. Johns River, allowing for more robust recharge of our underground aquifers, mitigation of flooding risks and decreasing the amount of freshwater diverted from at-risk ecosystems; and

WHEREAS, the rebranding will continue to honor the plant’s namesake, Platt Drew, who was instrumental in implementing the City’s water reuse process so that the City no longer dumped effluent into the St. Johns River. Platt Drew started as a mechanic at the plant and worked his way up to superintendent where he worked for 40 years. His proudest moment was when the plant got close to 0% discharge and the water was so clear that it reminded him of Florida’s famous springs. He was a well-respected leader who created a family-like workplace complete with cook-outs, a tradition that continues to this day; and

WHEREAS, the Palatka City Commission finds that rebranding the facility as described herein more accurately reflects the nature of the work at the plant and is in the best interest of the City of Palatka and its citizens.

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

- Section 1:** The City of Palatka’s Wastewater Treatment Plant is hereby rebranded to “The City of Palatka Platt Drew Reclamation Facility” effective immediately.
- 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 8th day of August 2024.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ADOPT RESOLUTION 2024-R-165 authorizing utilization of the Florida Sherriffs Association contract No. FSA 23-VEL-31 / FSA 23-VEH-21 for the purchase of a 2024 Ford F250 and a Ford F150 trucks for the Wastewater Treatment Plant and Water Treatment Plant

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The Water and Wastewater Treatment Plants are asking for the City Commission's approval to purchase trucks that are over the \$25,000 threshold for Staff purchases.

BACKGROUND

The Florida Sherriff's Association has competitively solicited and publicly awarded contract no. FSA 23--VEL-31 / FSA 23- VEH21 FOR VEHICLES. Staff is seeking to utilize the contract for the purchases of a 2024 Ford F250 and 2024 Ford F150.

The service truck the Wastewater Treatment Plant currently utilizes for daily checks on pump stations needs to be replaced. This vehicle is used to inspect 39 pump stations located across the City on a daily basis. The vehicle to be replaced is a 2008 Dodge and is beyond its service life. There is funding in the Wastewater Treatment Plant budget to replace. The cost of the truck is \$70,026.89, funded by capital outlay.

The Water Treatment Plant has need to replace a truck that had been a part of an accident. There is funding in the Water Treatment Plant budget to replace. The truck costs \$48,561.97, of which \$30,000 shall be paid by insurance reimbursement, the remainder will be funded by the capital outlay line of the Water Treatment Plant budget.

The Florida Sherriff's Association pricing can be found online at [https://flsheriffs.org/wp-content/uploads/2024/03/FSA23VEH210-Heavy Trucks Buses Final Award Packet10122023.pdf](https://flsheriffs.org/wp-content/uploads/2024/03/FSA23VEH210-Heavy_Trucks_Buses_Final_Award_Packet10122023.pdf)

and

https://flsheriffs.org/wp-content/uploads/2024/03/Pursuit_Admin.___Other_Vehicles_Final_Award_Packet_.pdf

PROJECT ANALYSIS

Mr. McCann and Mr. Bruneau recommend the purchase of the trucks.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-r-165 AUTHORIZING THE UTILIZATION OF FLORIDA SHERIFF ASSOCIATION CONTRACT NO. FSA23-VEL31.0 FOR THE PURCHASE OF VEHICLES
2.	Quote for proposed truck for WastewaterTreatment Plant
3.	Quote for proposed truck for Water Treatment Plant
4.	2024.08.05 Notice of Intended Decision to Award Duval Fleet Sales

RESOLUTION NO. 2024-R-165

A RESOLUTION OF THE CITY OF PALATKA, AUTHORIZING THE UTILIZATION OF FLORIDA SHERIFF ASSOCIATION CONTRACT NO. FSA23-VEL31.0 FOR THE PURCHASE OF VEHICLES; AND PROVIDING FOR SCRIVENER’S ERRORS.

WHEREAS, the City’s Wastewater and Water Treatment Plant each have need of a new truck for operations; and

WHEREAS, the City’s purchasing policy allows cooperative purchasing programs to provide cost savings to the City; and

WHEREAS, Duval Fleet Sales has offered to provide a 2024 Ford F-250 regular Cab Service Truck under the terms and pricing outlined under the Florida Sheriffs Association Contract #FSA23-VEL-31/FSA-23-VEH21 for an amount not to exceed \$70,026.89 for the Wastewater Treatment Plant; and

WHEREAS, Duval Fleet Sales has offered to provide a 2024 Ford F-150 crew cab truck under the terms and pricing outlined under the Florida Sheriffs Association Contract #FSA23-VEL-31/FSA-23-VEH21 for an amount not to exceed \$48,561.97 for the Water Treatment Plant; and

WHEREAS, both departments have the funding within FY 2023-24 for the purchase of the trucks, not necessitating a budget amendment at this time; and

WHEREAS, the Palatka City Commission deems it appropriate to authorize the Wastewater and Water Treatment Plants to purchase the needed vehicles referenced above

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

- 1. The Wastewater and Water Treatment Plants are hereby authorized to purchase the vehicles referenced above from Duval Fleet sales.
- 2. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which will 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 8th day of August 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney



Prepared for:

CITY OF PALATKA
MATT MORS
MMORS@PALATKA-FL.GOV
(386)937-7233

Contract Holder

3/26/24

Duval Ford Fleet Sales
JEFF EASON
(Work) 904-388-2144
(mobile) 904-219-1475

jeff.eason@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32258

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 23-VEL-31 / FSA 23-VEH21. -If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

\$90

Parts Q

Rate/Hr

Labor Hours.

Code	Equipment	UNIT PRICE	EXTENDED
1 F2A NORTH	Item 114: 2024 Ford F250 Regular Cab 142"WB 4x2. Power Windows, Locks, Keyless Entry	\$ 41,585.00	\$ 41,585.00
1 MECHANICAL	• Brakes – Four-Wheel Disc Anti-lock Brake System (ABS), • Electronic-Shift-On-the-Fly (ESOF) (4x4 only) • Engine — F-250/F-350 – 6.8L 2V DEVCT NA PFI V8 Gas • Trailer Brake Controller (incl. Smart Trailer Tow Connector)	Included	\$ -
1 INTERIOR	• 4.2" LCD Productivity Screen: includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications • Air conditioning – manual, single zone • Cabin Air Particulate Filter • Door-trim – armrest/grab handle & reflector • Floor covering – Black, full length vinyl • Instrumentation – Multi-function switch message center • Mirror – rearview 11.5" day/night • Outside Temperature Display • Overhead console w/dual storage bins and map lights • Power Equipment Group – 1st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows; power door-locks w/backlit switches & accessory delay; power tailgate lock • Powerpoint – auxiliary two (2) in instrument panel • Scuff plates – front, color-coordinated • Seats – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver's side), front center-seat w/integrated restraint • Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control • Sun visors – color-coordinated cloth, driver w/pocket, passenger w/uncovered mirror • Window – Rear, fixed	Included	\$ -
1 TECH	• AutoLamp (Auto On/Off Headlamps) • Cruise Control • Hill Start Assist • SYNC® 4: 8" LCD Capacitive Touchscreen with Swipe Capability — Wireless Phone Connection — Cloud Connected — AppLink® w/App Catalog — 911 Assist® — Apple CarPlay® and Android Auto™ Compatibility — Digital Owner's Manual	Included	\$ -



1	SAFETY	• AdvanceTrac® with RSC® (Roll Stability Control™) • Belt-Minder® (front safety belt reminder) — chime & flashing warning light on I/P if belts not buckled • Center High-mounted Stop Lamp (CHMSL) • Driver and passenger frontal airbag; passenger side deactivation Switch • Engine Only Traction Control (DRW only) • Headlamps – Quad beam jewel effect halogen • Individual Tire Pressure Monitoring System (TPMS) – SRW/F-350 DRW only • Mirrors – Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals • Rear View Camera • Remote keyless entry • Safety belts – w/height adjustment D-ring • Safety Canopy® System (incl. side-curtain airbags) • SecurILock® Passive Anti-Theft System • SOS Post-Crash Alert System™ • Stationary Elevated Idle Contro	Included	\$	-
1	534	COMPLETE TRAILER TOW PACKAGE – HD Availability: • Optional on XL, XLT, Includes trailer plug 6 or 7 way • Includes hardware pack: Class IV Ball Mount, 2" Ball, Sleeve reducer, pin and clip • Recommend Locking Differential , Includes Hardware	\$ 1,483.79	\$	1,483.79
1	VV	Vent Shades	\$ 147.00	\$	147.00
0	1	X3E	3.73 Electronic Locking Rear Axle (SRW, nc w/99n)	\$ 426.78	\$ 426.78
0	1	KSB 3	8' Knapheide 696 SRW 56" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 13,319.67	\$ 13,319.67
0	1	31*	Ship Thru Qualified body modifier. Includes second stage mso, body certification label and pre-delivery	\$ 625.00	\$ 625.00
0	1	SBO 2	Replace Camera	\$ 326.40	\$ 326.40
0	1	STEP	TREAD PLATE STEP BUMPER ON UTILITY BODY	\$ 375.00	\$ 375.00
0	1	SBO 68	Spray Line Top & Cargo Area 8'	\$ 1,224.00	\$ 1,224.00
0	1	SBO 71	Spray Line Bumper	\$ 272.00	\$ 272.00
0	1	L-21W	Liftmoore L-21W Crane Passenger Side Cargo Area	\$ 8,931.00	\$ 8,931.00
0	1	LED PKG 1	4 Corner Flashing System (2 Surface Mounted In Grille , 2 In Tail Lights) (Specify Color At Time Of Order) Eluc3H010*,Emps2Sts2,Pmp2BkdgaJ - Single Color - Dual And Tri Color Are Available	\$ 833.75	\$ 833.75
0	1	TINT2	Window Tint On Front 2 Windows Including Windshield Strip	\$ 304.50	\$ 304.50
0	1	Z1	Oxford White	No Charge	NC
0	1	AS	40/20/40 Vinyl Bench Seat (front) Rear 60/40 in Grey	No Charge	NC
0	1	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP)	\$ 125.00	\$ 125.00
0	1	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior	\$ 48.00	\$ 48.00
0		CORNER LEDS AMBER/WHITE			
UNIT COST				\$	70,026.89
TOTAL QUANTITY		1	TOTAL PURCHASE		\$ 70,026.89

Prepared for		Contract Holder	DATE:
PALATKA WTP SHAWN BRUNEAU sbruneau@palatka-fl.gov		DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Fax) 904-387-6816 bambi.darr@duvallfleet.com 405 Lane Ave N. Jacksonville, FL 32254	7/24/24
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
<i>We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA23-VEL31.0 Heavy Equipment and Trucks FSA23-VEH 21.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.</i>			
Labor	Code	Equipment	Price
0	ITEM 164	2024 FORD F-150 EXTENDED CAB 4X4 XL- X1L	\$ 42,015.00
0	101A	XL TRIM PACKAGE	NC
0	995.44G	5.0L V8 GAS ENGINE	\$ 1,368.63
0	145 WB	145" WHEELBASE 6.5 BED (SHORT BED)	NC
0	INCL	POWER WINDOWS & DOOR LOCKS	NC
0	96W	SPRAY ON BEDLINER	\$ 594.41
0	18B	FACTORY RUNNING BOARDS	\$ 249.75
0	924	PRIVACY GLASS W/REAR DEFROSTER	\$ 99.90
0	534	COMPLETE TRAILER TOW PACKAGE	\$ 495.00
0	WTECH4	WEATHER TECH LASER CUT FLOOR LINERS- 4 PIECE	\$ 346.00
0	RKE	ADDITIONAL KEY WITH REMOTE	\$ 340.75
0	85H	BACK UP ALARM	\$ 219.78
3	ETMTC0001-AC	SOUNDOFF TRAFFIC ADVISOR/CONTROLLER MOUNTED IN REAR WINDOW (AMBER)	\$ 657.00
0	LED PKG 1	4 CORNER LED LIGHTS (SPLIT BULB AMBER/WHITE)	\$ 833.75
0	TAG.TTO	NEW CITY TAG	\$ 173.00
0	OOS	OUT OF DEALER INVENTORY: B197 / RKD01642	\$ 899.00
0			
0	YZ	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL SEATS 40/20/40	NC
0		VINYL FLOOR	NC
0			
3	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$90 \$ 270.00
VENDOR COMMENTS		Truck is on the ground at Duval Ford	
UNIT COST			\$ 48,561.97
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 48,561.97

This quote is per sheriff contract. It is a couple hundred dollars more, but the truck is a whole year newer.

ROBERTA M. CORREA
MAYOR-COMMISSIONER

TAMMIE McCASKILL
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

TROY BELL, ICMA-CM,
MPA, MS-FINANCE
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA, CGFO,
MS-TAXATION
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

NOTICE OF INTENDED DECISION TO AWARD

Florida Sheriff's Association Cooperative Purchase Pricing Agreement

RECOMMENDED AWARD: Duval Fleet Sales

DATE AND TIME OF POSTING: August 5, 2024 9:00 AM

DATE AND TIME POSTING REMOVED: August 8, 2024 9:00 AM

CONTACT PERSON: Sunni Krantz
clerk@palatka-fl.gov

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION [120.57](#)(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

THE CITY RESERVES THE RIGHT TO ENTER INTO AGREEMENTS WITH MULTIPLE RESPONDENTS, WAIVE ANY IRREGULARITIES SUBMITTED, REJECT ANY AND/OR ALL SUBMITTALS, RE-ADVERTISE, AND ACCEPT ANY SUBMITTALS DEEMED TO BE IN THE BEST INTEREST OF THE CITY. NO FAX OR E-MAIL PROPOSALS WILL BE ACCEPTED.

ADOPT RESOLUTION 2024-R-144 authorizing the Palatka Police Department to accept the 100% funded FDLE JAG C grant in the amount of \$6,275 for the purchase of Street Crimes Unit technology.

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Authorize the Palatka Police Department to accept the 100% funded FDLE JAG C grant in the amount of \$6275.00

BACKGROUND

The City of Palatka has a high crime rate relating to drug sale and use. To address drug related crimes, the Palatka Police Department has an established a Street Crimes Unit which consists of three detectives whose primary goal is to identify drug offenders and conduct in-depth, proactive investigations through drug buys and other undercover operations. To collect the proper evidence in these cases, the unit must utilize specific types of equipment to include but not limited to transmitters, microphones, cameras, and other recording technology. Without this type of equipment and technology, detectives in the unit would not be able to collect the video and audio evidence needed for proper prosecution of suspects.

PROJECT ANALYSIS

The current equipment used by the unit is old, outdated, and unreliable. The detectives frequently borrow equipment currently from the local Sheriff's Office, or the tri-county taskforce, to conduct operations. The Palatka Police Department does not have the funding to purchase this much needed equipment.

The City of Palatka will use grant funds to purchase specific types of electronic equipment items, such as transmitters, microphones, cameras, and other recording technology to be utilized in undercover operations. This will increase the detectives' efficiency and effectiveness by allowing them to conduct more frequent operations when they have immediate access to the equipment on an as needed basis rather than waiting and relying upon other agencies to borrow equipment

Staff Recommendation

Adopt Resolution

ATTACHMENTS

1.	2024-R-144
2.	6N045 - Federal Award Agreement 2024-2025

RESOLUTION NO. 2024-R-144

A RESOLUTION OF THE CITY OF PALATKA, AUTHORIZING THE PALATKA POLICE DEPARTMENT TO ACCEPT A GRANT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT OFFICE OF CRIMINAL JUSTICE GRANTS, THE 2024-2025 JAG GRANT TO BE UTILIZED FOR THE PURCHASE OF STREET CRIMES UNIT TECHNOLOGY, AUTHORIZING THE MAYOR TO EXECUTE THE AWARD AGREEMENT; AND PROVIDING FOR SCRIVNER’S ERRORS

WHEREAS, the Florida Department of Law Enforcement announced the availability of the 2024-2025 Justice Assistance Grant (JAG) funds for law enforcement us by the City of Palatka Police Department; and

WHEREAS, the City of Palatka has determined that a need exists to acquire through purchase technology to support the Palatka Police Department Street Crimes Unit;

WHEREAS, the Grant Application requires the signature of the Mayor; and

WHEREAS, the Palatka City Commission deems it reasonable and in the best interest of the citizens to authorize the Palatka Police Department to accept the 100% funded 2024/2025 JAG funds in the amount of \$6,275.00 for the purpose of purchasing technology to support the Palatka Police Department Street Crimes Unit.

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

- 1. the Palatka Police Department is hereby authorized to accept the 2024-2025 JAG Grant program – funds to be used to purchase technology to support the Street Crimes Unit;
- 2. the Mayor is hereby authorized to execute the award agreement;
- 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 by the City Commission of the City of Palatka, Florida, this 8th day of August, 2024.

CITY OF PALATKA

By: Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: City of Palatka

Recipient SAM UEI: MHECM2CHHAD1

Award Number: 6N045

Award Period: 07/01/2024 – 09/30/2025

Award Title: D-6N045: Street Crimes Unit Technology Grant

Federal Funds: \$6,275.00

Matching Funds: \$0.00

Total Funds: \$6,275.00

CFDA: 16.738

Federal Award Number: 15PBJA-23-GG-02972-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and the City of Palatka (herein referred to as “Recipient”);

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: 6N045
Award Title: D-6N045: Street Crimes Unit Technology Grant
Award Period: 07/01/2024 – 09/30/2025

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____ Date: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Recipient City of Palatka

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: _____

Typed Name and Title: Roberta Correa, Mayor

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A - Scope of Work

Award Number:	6N045
Recipient:	City of Palatka
Award Title:	D-6N045: Street Crimes Unit Technology Grant
Award Period:	07/01/2024 - 09/30/2025

Problem Identification

The City of Palatka has a high crime rate relating to drug sale and use. To address drug related crimes, the Palatka Police Department has an established a Street Crimes Unit which consists of three detectives whose primary goal is to identify drug offenders and conduct in-depth, proactive investigations through drug buys and other undercover operations. To collect the proper evidence in these cases, the unit must utilize specific types of equipment to include but not limited to transmitters, microphones, cameras, and other recording technology. Without this type of equipment and technology, detectives in the unit would not be able to collect the video and audio evidence needed for proper prosecution of suspects.

The current equipment used by the unit is old, outdated, and unreliable. The detectives frequently borrow equipment currently from the local Sheriff's Office, or the tri-county taskforce, to conduct operations. The Palatka Police Department does not have the funding to purchase this much needed equipment.

Scope of Work

The City of Palatka will use grant funds to purchase specific types of electronic equipment items, such as transmitters, microphones, cameras, and other recording technology to be utilized in undercover operations. This will increase the detectives' efficiency and effectiveness by allowing them to conduct more frequent operations when they have immediate access to the equipment on an as needed basis rather than waiting and relying upon other agencies to borrow equipment

Appendix B - Deliverables

Award Number: 6N045
Recipient: City of Palatka
Award Title: D-6N045: Street Crimes Unit Technology Grant
Award Period: 07/01/2024 - 09/30/2025

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure a camera and digital recording equipment.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$6,275.00

Appendix C - Approved Budget

Award Number:	6N045		
Recipient:	City of Palatka		
Award Title:	D-6N045: Street Crimes Unit Technology Grant		
Award Period:	07/01/2024-09/30/2025		
Award Amount:	\$6,275.00	\$0.00	\$6,275.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment				
Item Name	Description	Grant Funded	Match	Total
camera	1 camera @350.00 = 350.00	\$350.00	\$0.00	\$350.00
Digital Recording Equipment	3 covert camera transmitter systems @ \$1,975.00 each = 5,925.00	\$5,925.00	\$0.00	\$5,925.00
D. Equipment Subtotal:				\$6,275.00

Appendix D: Award Contacts

Award Number: 6N045
Recipient: City of Palatka
Award Title: D-6N045: Street Crimes Unit Technology Grant
Award Period: 07/01/2024 - 09/30/2025

Recipient Grant Manager (GM)

Name: Matt Newcomb
Title: Assistant Chief of Police
Address: 110 North 11th Street
Palatka, FL 32177-3735
Phone: 386-329-0115
Email: mnewcomb@palatka-fl.gov

Recipient Chief Official (CO)

Name: Roberta Correa
Title: Mayor
Address: 201 North 2nd Street
Palatka, FL 32177-3735
Phone: 386-329-0100
Email: rcorrea@palatka-fl.gov

Recipient Chief Financial Officer (CFO)

Name: Marcia Carty
Title: Finance Director
Address: 201 North 2nd Street
Palatka, FL
Phone: 386-329-0100
Email: mcarty@palatka-fl.gov

Recipient Additional Point of Contact (POC)

Name: Jason L. Shaw
Title: Chief of Police
Phone: 386-329-0115
Email: jshaw@palatka-fl.gov

Appendix E: Special Conditions

Award Number: 6N045
Recipient: City of Palatka
Award Title: D-6N045: Street Crimes Unit
Technology Grant
Award Period: 07/01/2024 - 09/30/2025

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001 At the time of application review, it was noted the Recipient's SAM.gov registration will expire on Dec 27, 2024. In order to prevent delays in payment, the Recipient should renew their registration in SAM.gov prior to the expiration date.
- S0053 At the time of application, the Recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320 (see Subaward Management Questionnaire (SMQ) section VIII). Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- W0056 WITHHOLDING OF FUNDS: Within sixty (60) days of award, the Recipient must submit a current EEO Certification (EEOC) obtained from the Department of Justice, Office of Civil Rights EEO Reporting Tool (<https://eeop.ocr.ojp.gov/certs/sub/homepage>) to the Office of Criminal Justice Grants.
- W0067 WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds, in accordance with the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.216, the Recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
- S0088 A risk assessment completed at the time of application review determined this project is LOW-RISK. As a result, backup documentation related to all grant-funded expenditures must be maintained and made available to OCJG upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
- W0098 WITHHOLDING OF FUNDS: At the time of award, the Recipient provided an outdated version of the Subrecipient Management Questionnaire (SMQ) Form. Prior to the drawdown of funds, the Recipient must submit a current, complete Subrecipient Management Questionnaire (SMQ) to the Office of Criminal Justice Grants.

Appendix F – FY2023 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

<https://www.ojp.gov/doj-financial-guide-2022>

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: <https://www.ecfr.gov/>

2 C.F.R. § 175.15(b), Award Term for Trafficking in Persons

28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://files.floridados.gov/media/706717/g1-sl-june-2023.pdf> and <https://files.floridados.gov/media/706718/g2-june-2023.pdf>

State of Florida Statutes:

Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, Fla. Stat., Public Records

Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure

Section 215.97, Fla. Stat. Florida Single Audit Act

Section 215.971, Fla. Stat., Agreements funded with federal or state assistance

Section 215.985, Fla. Stat., Transparency in government spending

Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also the definitions of *capital assets*, *computing devices*, *general purpose equipment*, *information technology systems*, *special purpose equipment*, and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a

beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

9.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

- 10.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.
- 11.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.
- 12.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.
- 13.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 14.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 15.0 General Appropriations Restrictions** - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 16.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 17.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 18.0 Personally Identifiable Information Breaches** - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- 19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards** - Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment>, and are incorporated by reference here.

- 20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards** - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds-- prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOC) - The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

- 3.0 Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."
- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. § 42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us>.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

- 10.0 Verification and updating of Recipient Grant Manager contact information** - The recipient must verify its Recipient Grant Manager (GM) contact information in AmpliFund, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the OCJG grant manager within thirty days of the change.

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.
- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).
- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <https://files.floridados.gov/media/706717/g1-sl-june-2023.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-

one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 11.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://www.ojp.gov/doj-guide-to-procurement-procedures>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 C.F.R. Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute

or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

- 5.0 Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 Body Armor** - Certification of body armor "mandatory wear" policies, and compliance with NIJ standards If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For PSN**, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
- Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.
- 8.0 Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 9.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

- 10.0 Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

- 11.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (<https://www.ojp.gov/doj-financial-guide-2022>); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

- 12.0 FFATA Reporting Requirements** - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

- 13.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

- 14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 15.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

"This project was supported by [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics]. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 19.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

- 20.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe

compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) -- Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

- 25.0 For JAG: Task Force Training Requirement** - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

- 26.0 For NCHIP & NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

- 1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 2.0 National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 National Historic Preservation Act** - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).
- 4.0 Human Research Subjects** - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 Forensic Genealogy Testing - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.

12.0 Environmental Requirements and Energy - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 Other Federal Funds - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as “employees” of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 Employment Eligibility Verification for Hiring Under This Award - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

18.0 **Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 **Safe Policing and Law Enforcement** - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

20.0 **For JAG: Extreme Risk Protection Programs** - Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 **For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 **For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

23.0 **For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

24.0 **For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

25.0 **For RSAT:** Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.

26.0 **For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts

covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

27.0 For PSN: Media-related Outreach - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

28.0 For NCHIP & NARIP: Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
- 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

30.0 For NCHIP & NARIP: Firearm and Background Checks - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

ADOPT RESOLUTION 2024-R-155 authorizing the Mayor to execute an agreement for the acceptance of the Florida Department of Law Enforcement SAFE Grant in the amount of \$60,000 (100% grant funded)

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Authorize the Palatka Police Department to accept the 100% funded FDLE SAFE Grant in the amount of \$60,000 for the 2024-2025 budget year.

BACKGROUND

The Florida Department of Law Enforcement and the Palatka Police Department entered into a SAFE Grant agreement on September 20, 2023 in order to combat illegal fentanyl activity. All parties agreed that all provisions of that grant and all adjustments should remain in full force and effect. The \$60,000 for the 2024-2025 budget year will be placed in the Overtime line item 001-07-521-1-1400.

PROJECT ANALYSIS

The Police Department desires the grant.

Staff Recommendation

Adopt resolution

ATTACHMENTS

1.	2024-r-155
2.	SAFE Extension

RESOLUTION NO. 2024-R-155

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF PALATKA, FLORIDA, AUTHORIZING THE
MAYOR TO EXECUTE AN AGREEMENT FOR THE
ACCEPTANCE OF THE 100% FUNDED FLORIDA
DEPARTMENT OF LAW ENFORCEMENT SAFE GRANT;
AND PROVIDING FOR SCRIVENER’S ERRORS**

WHEREAS, the Florida Department of Law Enforcement and the Palatka Police Department entered into a SAFE Grant agreement on September 20, 2023; and

WHEREAS, all parties to the aforementioned grant agree that all provisions of that grant and all adjustments should remain in full force and effect; and

WHEREAS, the Florida Department of Law Enforcement SAFE Executive Board has announced the distribution of \$60,000 to the City of Palatka/Palatka Police Department; and

WHEREAS, the Palatka Police Department intends to continue to use program funds in the 2024 – 2025 budget year to combat illegal fentanyl activity, which will be placed in line item 001-07-521-1-1400.

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

1. Mayor is hereby authorized to execute an agreement for the distribution of the Florida Department of Law Enforcement SAFE Grant funds; and
2. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which of 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 8th day of August, 2024.

CITY OF PALATKA

By: Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

FUNDING REQUEST

FY23-24 STATE FINANCIAL ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E.) IN FLORIDA PROGRAM

PROJECT ACTIVITIES AND TIMELINE

Grant funds will be used to conduct investigations designed to combat illegal fentanyl activity as approved by the S.A.F.E. Executive Board. The Recipient will be responsible for the tasks and activities defined in the requested case, referenced below.

FDLE CASE #	DESCRIPTION AND/OR CASE NAME	BUDGET REQUEST AMOUNT	ANTICIPATED START DATE	ANTICIPATED COMPLETION DATE
JA-18-0293	Cut Throat Committee Initiative	\$60,000.00	July 1, 2024	June 30, 2025

- ☐ Initial Request
- ☒ Supplemental Request

BUDGET

To support the activities defined in the referenced case, check any categories below that are anticipated costs:

- ☒ Overtime for personnel (including overtime fringe benefits)
- ☐ Travel Costs
- ☐ Supplies
- ☐ Contractual Service (transcription services, etc.)
- ☐ Equipment
- ☐ Training
- ☐ Other Costs (Title III Cost Details, Undercover Payments, etc. Explain below.):

Pre-approval for equipment and trainings is required. Please include as much information as possible in the description. *Outside of investigative costs, priority will be given to send fiscally constraint counties to the appropriate drug investigation trainings.*

CATEGORY	DESCRIPTION	TOTAL COST
Equipment (OCO)		
Training		
Equipment/Trainings Request Subtotal (this subtotal should be part of the total budget amount above)		

RECIPIENT CONTACT INFORMATION

RECIPIENT GRANT MANAGER		RECIPIENT CHIEF OFFICIAL		RECIPIENT CHIEF FINANCIAL OFFICER	
Name:	Brad Forsythe	Name:	Jason Shaw	Name:	Marcia Carty
Title:	Captain	Title:	Chief	Title:	Finance Director
Address:	110 N. 11 th Street Palatka, FL 32177	Address:	110 N. 11 th Street Palatka, FL 32177	Address:	201 N. 2 nd Street Palatka, FL 32177
Phone:	(386)329-0115	Phone:	(386)329-0115	Phone:	(386) 329-0100
Email:	bforsythe@palatka-fl.gov	Email:	jshaw@palatka-fl.gov	Email:	mcarty@palatka-fl.gov

AGENCY INFORMATION	
Agency Name:	Palatka Police Department
FEID/FEIN:	59-60000401
Remittance Address:	110 North 11 th Street, Palatka, FL 32177

I hereby certify that I have reviewed the request above and find them necessary for program activities. I am the signing authority or have been delegated as such by the appropriate official. Information regarding the signing authority is available for review if needed.

Recipient Chief Official or Designee Signature

Date

Recipient Chief Official or Designee Printed Title and Name

FOR FDLE USE

Approved Amount:	
Comments:	

FDLE Special Agent in Charge (SAC) Signature

Date

FDLE SAC Printed Name

FDLE S.A.F.E. Executive Board Member Signature

Date

FDLE S.A.F.E. Executive Board Member Printed Title and Name

**Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
And
Palatka Police Department**

GRANT ADJUSTMENT NOTICE

RECIPIENT: Palatka Police Department

PROJECT TITLE: FY23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) in Florida Program

GRANT AGREEMENT NUMBER: 2023-SAFE-SF-006 **ADJUSTMENT NUMBER:** 2

NATURE OF ADJUSTMENT: Project Extension and Fringe Benefits Addition

TO RECIPIENT:

WHEREAS the Florida Department of Law Enforcement and the Palatka Police Department entered into aforementioned Grant, dated September 20, 2023; and

WHEREAS the Parties to the aforementioned Grant agree that all provisions of that Grant and all Adjustments should remain in full force and effect except those amended hereby;

WHEREAS the State of Florida Governor signed the General Appropriations Act of 2024, which provides funding for the S.A.F.E. in Florida Program's continued operation into State Fiscal Year 2024-2025;

NOW, THEREFORE, in consideration of the mutual recognition of the Parties that the adjustments herein proposed will promote the efficient and effective performance of the contractual requirements, the aforementioned Grant is amended as follows:

1. Page 1, the **Project Period:** narrative is amended and now reads:

Project Period: 07/01/2023 – 06/30/2025

2. Page 2, the **OVERVIEW AND FUNDING's Project End Date** is amended and now reads:

Project End Date: 06/30/2025

3. Page 2, the **Deliverables, Performance and Reports** narrative is amended and now reads:

Recipient agencies will conduct operations during the 2023-2024 and 2024-2025 state fiscal years according to the signed initial and subsequent Mutual Aid Agreements (MAA). Activities shall be considered authorized only when approved by the S.A.F.E. Executive Board. The Recipient shall maintain activity logs that demonstrate the involvement of specific employees or agents provided by the parties to this agreement.

The deliverables for this agreement are the completion of one or more of the activities listed in the Scope of Work. The minimum performance for these activities will be determined based on the needs of each investigation.

**Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
And
Palatka Police Department**

Documentation of performance and deliverables will consist of signature certification by the Regional Special Agent in Charge (SAC) on each payment invoice. FDLE will approve the specific required services and activities and associated costs based on the nature of each investigation. Active criminal intelligence information, active criminal investigative information, and information revealing surveillance techniques, procedures, or personnel are exempt from public records disclosures under section 119.071(2), F.S.; therefore, specific activities will not be detailed in this agreement or subsequent performance or expenditures reports.

4. Page 3, the **Overtime (Salaries and Benefits)**: narrative is amended and now reads:

Grant funds will be used to pay overtime or straight-time pay in excess of Recipient personnel's contracted regular pay hours for participating in the S.A.F.E. in Florida Program. Employer portion of FICA, retirement, worker's compensation, and other allowable benefits may be requested for reimbursement on overtime expenses. Other allowable benefits are at the sole discretion of FDLE.

In order to receive reimbursement, the Recipient will provide supporting backup documentation for all overtime costs, to consist of timesheets supporting time worked was in excess of the individual's regular pay and contracted hours, payroll records supporting the amount of personnel costs paid, and time/activity records supporting time worked were for approved S.A.F.E. in Florida Program activities.

5. Page 5, the **Fiscal Year 2023-2024 State Financial Assistance Standard Conditions** header is relabeled and now reads:

State Financial Assistance Standard Conditions

**Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
And
Palatka Police Department**

GRANT ADJUSTMENT NOTICE SIGNATURES:

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Corrections on this page, including strikeouts, whiteout, etc. are not permitted.

**Florida Department of Law Enforcement
Business Support Program**

Bureau Chief Signature: _____

Printed Name and Title: _____

Date: _____

**Recipient
Palatka Police Department**

Agency Head/Chief Official Signature: _____

Printed Name and Title: _____

Date: _____

ADDENDUM A

Agency Party's Acceptance of the S.A.F.E. INITIATIVE Voluntary Cooperation Mutual Aid Agreement

(Duration: Signature date to June 30, 2025)

Pursuant to F.S. 23.1225(3), this mutual aid agreement may be entered into by a chief executive officer of the agency that is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page and any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

Team standard operational area:

- **Pensacola Regional Operations Center's** area of responsibility consists of the following counties: Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun and Gulf.
- **Tallahassee Regional Operations Center's** area of responsibility consists of the following counties: Liberty, Franklin, Wakulla, Gadsden, Leon, Jefferson, Taylor, Dixie, Lafayette, Suwanee, Columbia, Hamilton and Madison.
- **Jacksonville Regional Operations Center's** area of responsibility consists of the following counties: Nassau, Duval, Clay, St. Johns, Flagler, Putnam, Marion, Bradford, Union, Levy, Gilchrist, Alachua and Baker.
- **Orlando Regional Operations Center's** area of responsibility consists of the following counties: Volusia, Seminole, Brevard, Indian River, Martin, St. Lucie, Osceola, Orange and Lake.
- **Tampa Bay Regional Operations Center's** area of responsibility consists of the following counties: Citrus, Sumter, Polk, Hardee, Hillsborough, Pinellas, Pasco and Hernando.
- **Ft. Myers Regional Operations Center's** area of responsibility consists of the following counties: De Soto, Highlands, Okeechobee, Glades, Hendry, Collier, Lee, Charlotte, Sarasota and Manatee.
- **Miami Regional Operations Center's** area of responsibility consists of the following counties: Palm Beach, Broward, Dade and Monroe.

Agency Party's Acceptance of the S.A.F.E. INITIATIVE Voluntary Cooperation Mutual Aid Agreement

Agency Party:

Agency Name

Agency Head Name

Agency Head Signature

Date Signed

ADOPT RESOLUTION 2024-R-158 adopting the Florida Department of Transportation Urban Area Boundary Map to determine the proper functional classification and urban boundary designations within the Department's Roadway Characteristics Inventory system.

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Approve the Urban Area Boundary Map for Palatka and Putnam County

BACKGROUND

The Florida Department of Transportation has incorporated all suggestions received from local agencies with urban areas on the Urban Area Boundary and Functional Classification Update based on Census 2020 data. Please find attached two maps showing the Urban Area and Functional Classifications in our area. This map needs to be signed by the Mayor of the City and the Chair of the Board of County Commissioners and returned to FDOT as soon as possible. Upon receiving the maps, they will be sent to American Association of State Highway and Transportation Officials (AASHTO) for concurrence and recording.

PROJECT ANALYSIS

These maps are used to determine the proper Functional Classification and Urban Boundary designations within the Department's Roadway Characteristics Inventory (RCI) system. Functional Classification is the assignment of roadways into systems according to the character of service they provide in relation to the total roadway network. Urban Boundaries designate if a roadway segment is located in a rural or urban area and whether or not it is within a municipality.

Staff Recommendation

Adopt the Resolution

ATTACHMENTS

1.	2024-R-158
2.	UAB_Palatka, FL
3.	D2_UAB_FC_Palatka_October2023

RESOLUTION 2024-R-158

A RESOLUTION OF THE CITY OF PALATKA, PUTNAM COUNTY, FLORIDA, APPROVING THE 2020 FEDERAL HIGHWAY ADMINISTRATION ADJUSTED URBAN AREA BOUNDARY FOR PALATKA URBAN AREA, FLORIDA, AND FUNCTIONAL CLASSIFICATIONS FOR PUTNAM COUNTY, FLORIDA, PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the U.S. Census Bureau revised the Urban Areas based on population counts from the 2020 decennial census; and

WHEREAS, the Florida Department of Transportation prepared the Adjusted Urban Area Boundaries, which adjust the Census Urban Areas to be more consistent with transportation planning needs; and

WHEREAS, the Florida Department of Transportation reviewed and updated the functional classification of roadways in conjunction with the Adjusted Urban Area Boundaries; and

WHEREAS, the City of Palatka reviewed and approves the Adjusted Urban Area Boundaries and Functional Classifications map for Putnam County.

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

Section I: The City of Palatka authorizes the Mayor to sign the Adjusted Urban Area Boundary and Functional Classification map for Palatka.

Section II: This Resolution shall take effect upon adoption.

Section III: 3. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which of 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 8th day of August, 2024.

CITY OF PALATKA

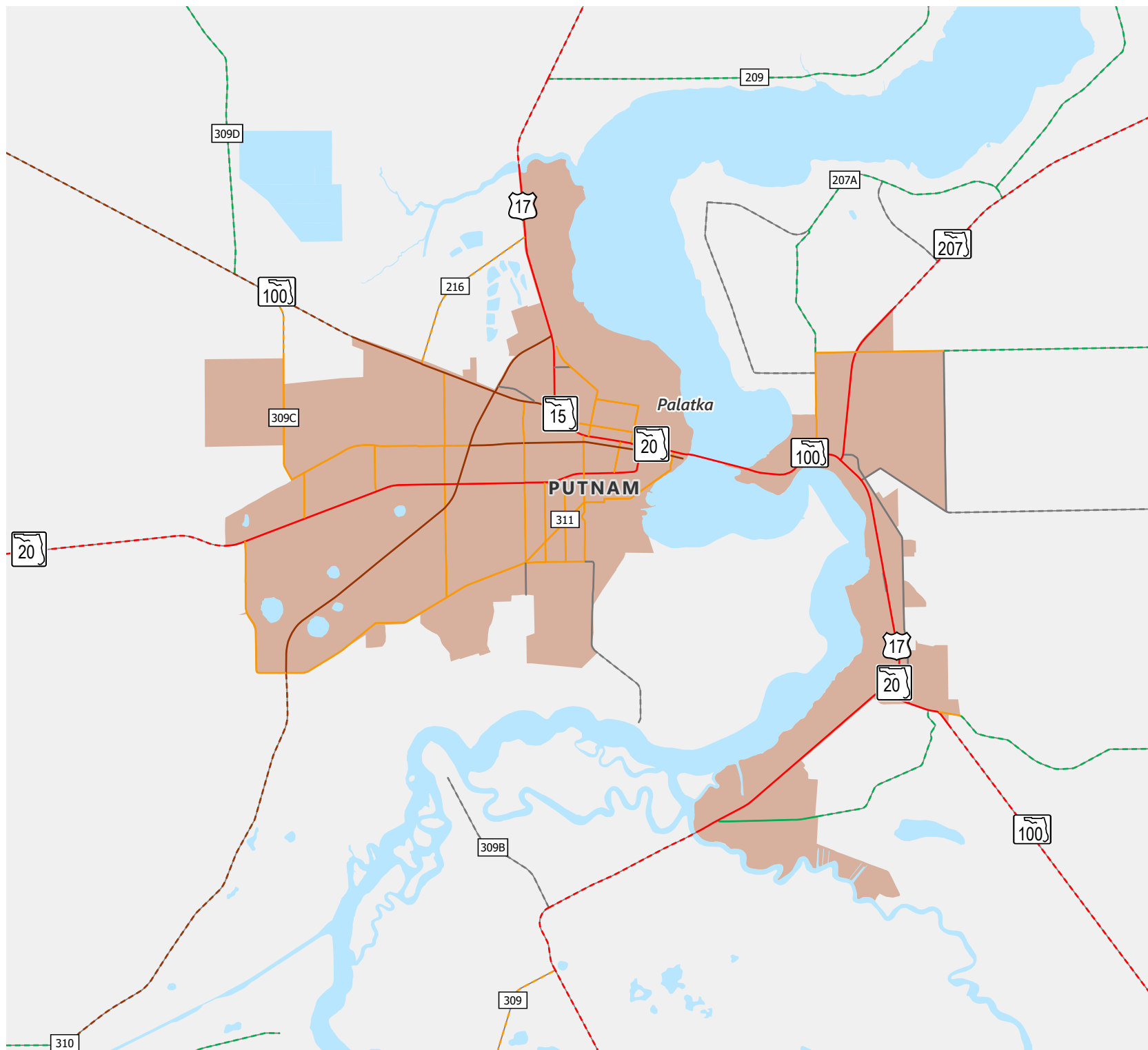
By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



- Major Off-System Road
 - - - Principal Arterial-Interstate RURAL
 - - - Principal Arterial-Expressway RURAL
 - - - Principal Arterial-Other RURAL
 - - - Minor Arterial RURAL
 - - - Major Collector RURAL
 - - - Minor Collector RURAL
 - - - Local RURAL
 - Principal Arterial-Interstate URBAN
 - Principal Arterial-Freeway and Expressway URBAN
 - Principal Arterial-Other URBAN
 - Minor Arterial URBAN
 - Major Collector URBAN
 - Minor Collector (Fed Aid) URBAN
 - Local URBAN
 - - - County Boundary
 - Water Body
 - Urban Area
- Data Sources:**
1. FDOT Roadway Characteristics Inventory
 2. U.S. Census

City of Palatka	Date
Putnam County	Date
Florida Department of Transportation	Date
Federal Highway Administration	Date



2020 URBAN AREA BOUNDARY
AND
FUNCTIONAL CLASSIFICATION



District Two

Urban Area Boundary Update

Palatka Urban Area

October 31, 2023



Agenda



- **Introductions**
- **Background Information**
- **Urban Areas Overview**
- **What Next?**





Background Information



Decennial Census Update



US Census Urban Areas are revised every 10 years based on population counts from decennial census.



FHWA Urban Area Boundaries are adjusted to be consistent with transportation needs.



Functional Classification is reviewed and updated in conjunction with adjusted urban boundaries.

Table 1.
Decennial Census Counts and Resident Population Change for the United States: 1790 to 2020

Year	Resident population	Population change	
		Number	Percent
1790	3,929,214	X	X
1800	5,308,483	1,379,269	35.1
1810	7,239,881	1,931,398	36.4
1820	9,638,453	2,398,572	33.1
1830	12,860,702	3,222,249	33.4
1840	17,063,353	4,202,651	32.7
1850	23,191,876	6,128,523	35.9
1860	31,443,321	8,251,445	35.6
1870	38,558,371	7,115,050	22.6
1880	50,189,209	11,630,838	30.2
1890	62,979,766	12,790,557	25.5
1900	76,212,168	13,232,402	21.0
1910	92,228,496	16,016,328	21.0
1920	106,021,537	13,793,041	15.0
1930	123,202,624	17,181,087	16.2
1940	132,164,569	8,961,945	7.3
1950	151,325,798	19,161,229	14.5
1960	179,323,175	27,997,377	18.5
1970	203,302,031	23,978,856	13.4
1980	226,542,199	23,240,168	11.4
1990	248,718,302	22,176,103	9.8
2000	281,424,603	32,706,301	13.1
2010	308,745,538	27,320,935	9.7
2020	331,449,281	22,703,743	7.4

Important Definitions



US Census Urban Areas

Represent densely developed territory, and encompass residential, commercial, and other nonresidential urban land uses. Each urban area must encompass at least 2,000 housing units or at least 5,000 people.

FHWA Urban Area Boundaries

Designated boundaries of a Census urban area as adjusted by responsible state and local officials in cooperation with each other, subject to approval by FHWA.

Transportation Management Area

An urbanized area with a population over 200,000, as defined by the Census Bureau and designated by the Secretary of Transportation, or any additional area where TMA designation is requested by the Governor and the MPO and designated by the Secretary of Transportation.

Why is this Important?



Project Funding

- *Supports the determination of Federal-Aid Eligibility for roadways, bridge, and transit funding.*
- *Surface Transportation Block Grant Program (STBG) Apportionments.*
- *Local Agency Programs (LAP).*
- *Federal Transit Administration (FTA) Apportionments.*
- *Federal Transportation System Designations (NHS, STRAHNET).*
- *Congressional Districts.*

Programs and Partners

- *Supports the identification of TMAs.*
- *MPO Creation and Boundary Adjustments.*
- *TIP and STIP updates.*
- *Highway Design Standards.*
- *Context Classifications.*

Data Analysis

- *Urban/Rural Classifications.*
- *Functional Classification.*
- *Updates to all Enterprise RCI/LRS Data and GIS Mapping Products.*
- *Traffic Analysis Zones.*
- *Vehicle Miles Traveled Estimates.*



Roles and Responsibilities

FDOT Central Office

- Provides finalized 2020 UABs from US Census Bureau to Districts.
- Develops procedures, handbooks, guidance, and training on the UAB adjustment and functional classification update process for Districts.
- Coordinates CO review and approval of UAB maps and functional classification applications with FHWA.
- Updates FDOT enterprise systems and submits official data to the FHWA HPMS.

FDOT Districts

- Receives UAB and Functional Classification data from FDOT's TDA Office.
- Coordinates reviews with local agency partners and regional workshops with MPOs.
- Coordinates proposed changes from planning partners and acquires signatures from local agencies.
- Performs functional classification reviews with local entities.
- Delivers proposed changes of UAB maps, data, and functional classification applications for FDOT TDA Office review and FHWA submission.

Metropolitan/ Transportation Planning Organizations

- Coordinates with local governments and the District on the process to adjust the UAB and functional classification of roadways within the MPO area.

Local Municipalities and Counties

- Examine the suggested modifications to the urban area boundaries and adjustments in functional classifications and offer recommendations accordingly.



Timeline

2023

- *May 2023 - July 2023: Internal FDOT coordination and preparation*
- *September 2023: Stakeholder kick-off meeting (virtual webinar)*
- *October 2023 – November 2023: One-on-one meetings with MPOs/TPOs and other Local Entities for additional coordination*
- *September 2023 - November 2023: Adjust UABs and compile all adjustments for draft submissions*

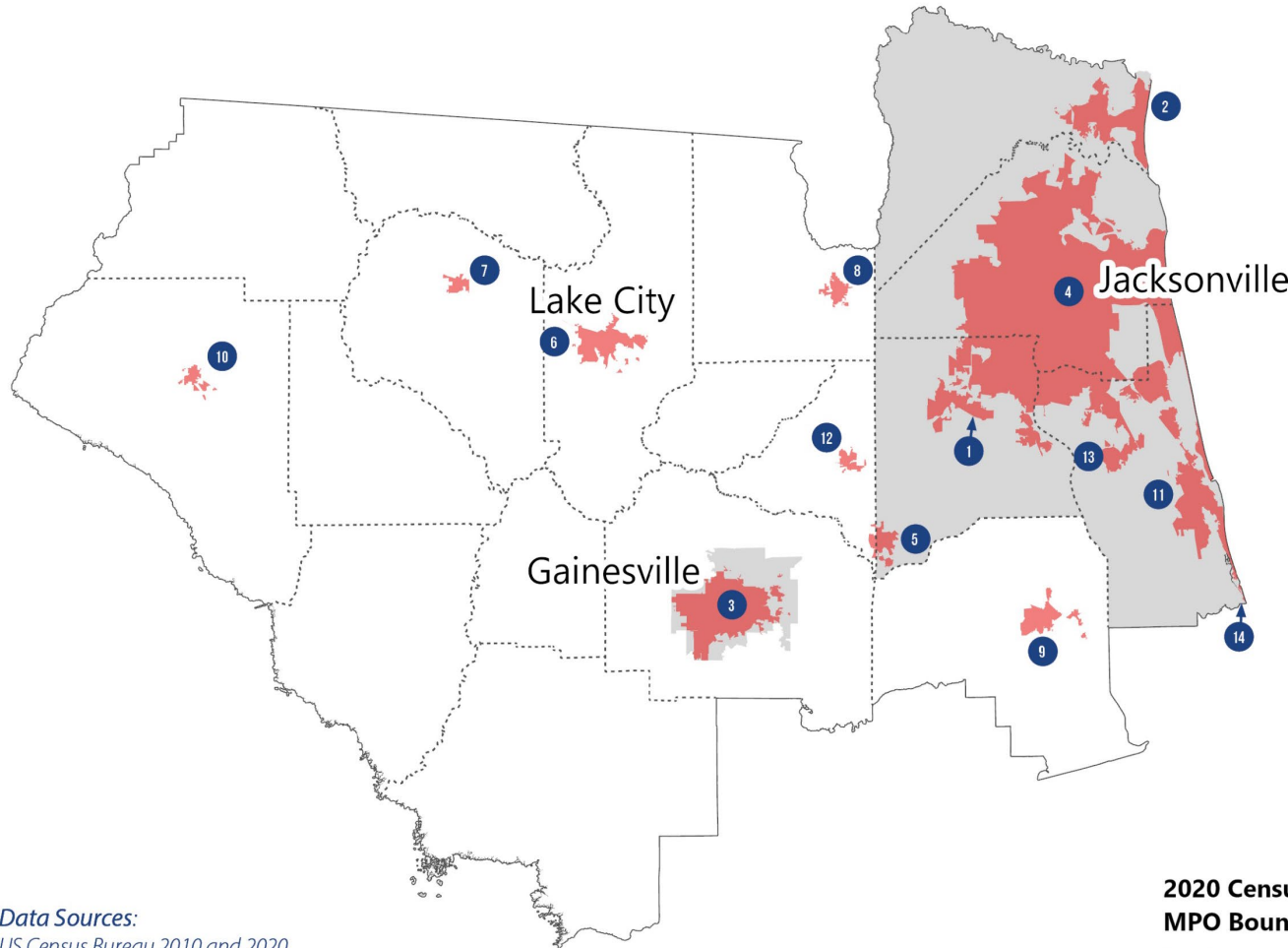
2024

- *January 2024: Stakeholder final meeting (virtual webinar)*
- *January 2024 – May 2024: Additional coordination to update UABs and submit 14 UABs to FDOT Central Office (CO)*
- *May 2024: FDOT and FHWA finalize adjustments to UABs*
- *December 2024: Adjusted UABs integrated with FDOT Business Systems*



Urban Areas Overview

District Two Urban Areas



CENSUS URBAN AREAS (with 2020 Population)

1. Asbury Lake-Middleburg (23,649)¹
2. Fernandina Beach-Yulee (50,805)²
3. Gainesville (213,748)³
4. Jacksonville (1,247,374)
5. Keystone Heights (8,218)
6. Lake City (25,334)
7. Live Oak (6,668)
8. Macclenny (10,881)
9. Palatka (20,032)
10. Perry (6,531)
11. St. Augustine (91,786)
12. Starke (6,486)
13. World Golf Village (19,679)
14. Daytona Beach-Palm Coast-Port Orange (402,126)⁴

¹ Was part of 2010 Jacksonville UA

² Fernandina Beach and Yulee were separate urban areas in 2010

³ New Transportation Management Area (TMA)

⁴ Daytona Beach-Palm Coast-Port Orange Urban Area: One census block is in FDOT District 2 (coordinate with District 5)

9 Palatka

2020 Census Urban Areas and MPO Boundaries

- Census Urban Areas (2020)
- MPO Boundary

Data Sources:
US Census Bureau 2010 and 2020



UAB Adjustment Considerations

- Include entire municipality
- Boundary should follow municipal limits or physical features
- Include areas with urban characteristics
- Include large/significant traffic generators
- Boundary should not split roadways or ramps
- Boundary should be one contiguous polygon feature
- Boundary should be simple without irregularities
- Incorporate context classification
- 2010 FHWA Urban Area Boundary

Potential Datasets

2020 U.S. Census urban area data

Land use showing areas of recent growth

Roadway networks

Transit routes

Ports

Military installations

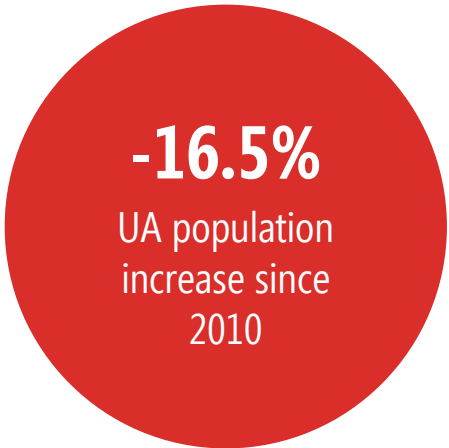
Other significant traffic generators

Hydrography

Municipal boundaries

Latest aerial imagery

Palatka Urban Area



2020 Population	20,032
2010 Population	23,982
Housing Units (2020)	8,830
Land Area (square miles)	18.3
Major Cities & Towns	Palatka

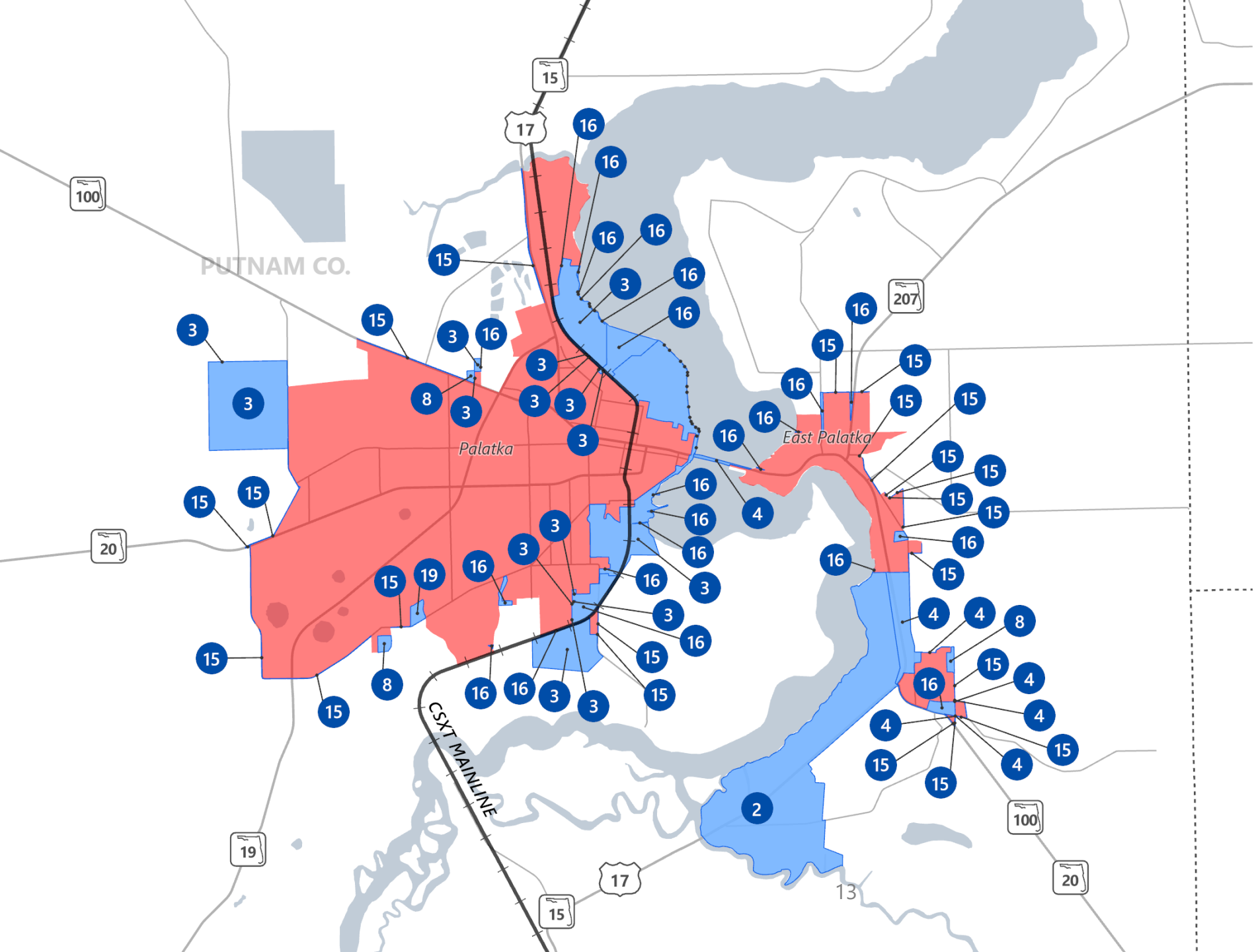
Data Source: 2010 U.S. Census and 2020 U.S. Census, FDOT Roadway Characteristics Inventory, 2023

2020 Census Urban Areas Proposed Changes

- Census Urban Areas (2020)
- Census Urban Area Changes

Reasons for Change

- 1 Add developed land
- 2 Add developed land, consistent with 2010
- 3 Capture city limits
- 4 Capture separate block
- 5 Capture separate block, extend to logical road/land use break
- 6 Consistent with 2010
- 7 Consistent with 2010, extend to First Coast Expy
- 8 Extend to logical road/land use break
- 9 Extend to logical road/land use break, capture separated block
- 10 Extend to logical road/land use break, consistent with 2010
- 11 Extend to not segment road
- 12 Extend to not segment road, consistent with 2010
- 13 Include Cecil, consistent with 2010
- 14 Railroad split
- 15 Roadway split
- 16 Smooth boundary - fill irregularity
- 17 Smooth boundary - fill irregularity, consistent with 2010
- 18 Smooth boundary - fill irregularity, consistent with 2010, follow TAZ
- 19 Smooth boundary - fill irregularity, extend to not segment road



FDOT **FDOT D2 2020 Urban Boundary Changes Web App**



What Next?

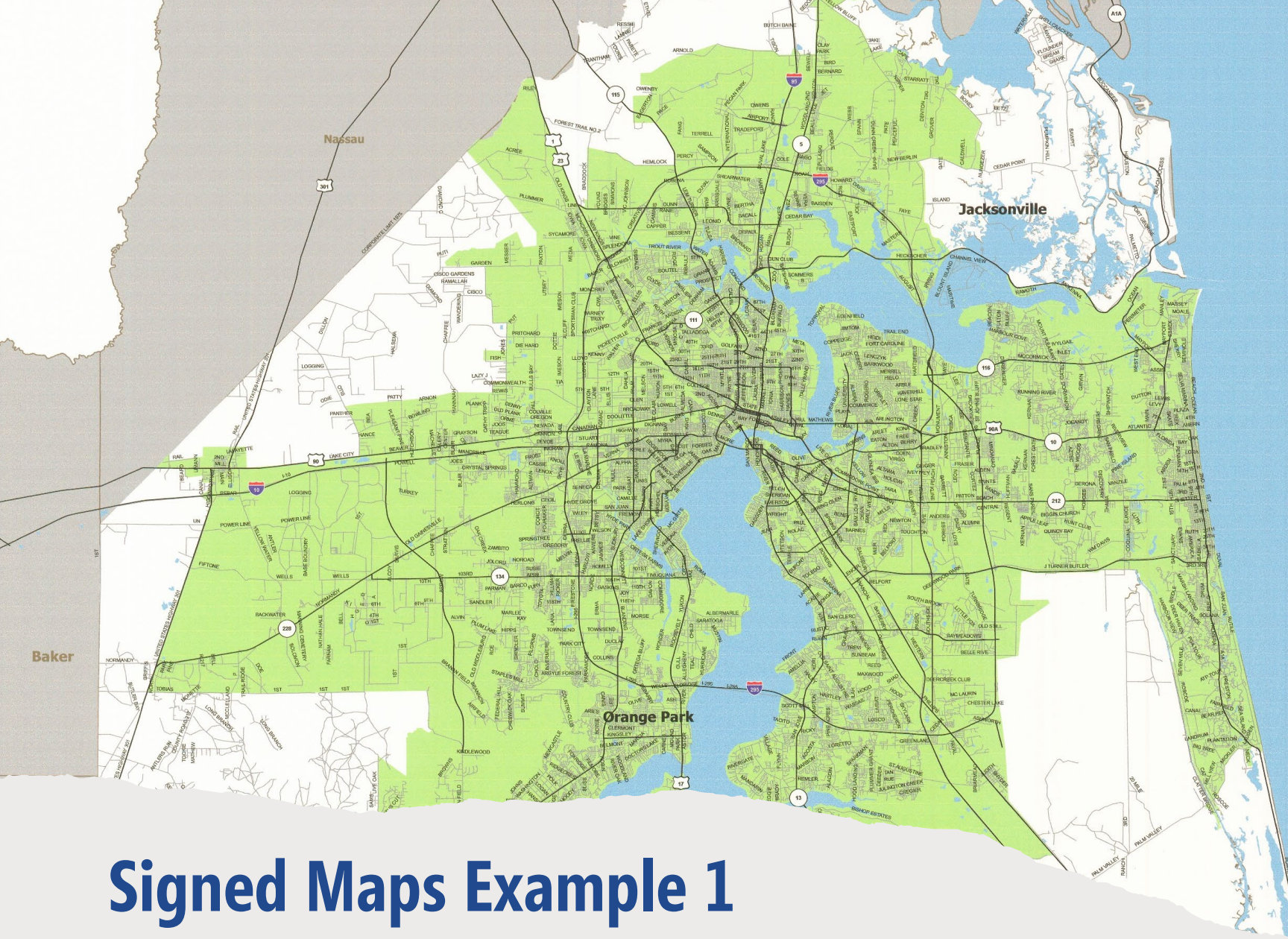
Next Steps

- Review your proposed changes to urban area boundary
- Provide recommendations on proposed changes with supporting data and information
- Get signatures and approvals



Legend

2010 FHWA Urban Area



Atlantic Ocean

Recommended by:

Michael J. ...
Chairman of the NFTP

11-13-14
Date

Greg ...
Florida Department of Transportation

12/1/13
Date

Approved by:

Carl ...
Federal Highway Administration

12/19/2013
Date

Signed Maps Example 1



0 1.25 2.5 5 7.5
Miles

Resources Available



FDOT TDA
TRANSPORTATION DATA & ANALYTICS

2020 URBAN AREA BOUNDARY AND FUNCTIONAL CLASSIFICATION UPDATE

Urban Areas represent densely developed areas based on population density. The U.S. Census Bureau revises these urban areas every 10 years based on population counts from the decennial census. The Federal Highway Administration (FHWA) gives state DOTs the opportunity to adjust and revise these boundaries to be more consistent with transportation planning needs. Along with the Urban Area Boundary (UAB) review and adjustment process, FHWA also recommends that states review the functional classification of their roadway system. This one-pager provides a timeline, roles, and responsibilities for FDOT and Local Entities in adjusting Urban Boundaries and Functional Classification.

78 Urban Areas
91.6% Population in Urban Areas
14.9% Land Area is Urban
Source: U.S. Census Bureau 2010

IMPORTANCE
UAB designations are critical to many federal transportation and funding programs and support the determination of Federal Aid eligibility for roadways, bridge, and transit funding. Key programs impacted by UAB designations include:
• Surface Transportation Block Grant Program (STBGP) (formerly STP) • Local Agency Programs (LAP) • Federal Transit Administration Apportionment (FTA) • National Highway System • Transportation Management Areas (TMA) • Metropolitan Planning Organizations (MPO)

FINALIZED U.S. CENSUS BUREAU URBAN AREA CRITERIA CHANGES
The U.S. Census Bureau published Federal Register, Vol 87, No. 57 proposing new criteria for defining urban areas based on the results of the 2020 decennial census.

ROLES AND RESPONSIBILITIES
The Urban Area Boundary (UAB) and Functional Classification (FC) update process is conducted in coordination with FHWA, FDOT, MPOs, and local entities. The roles and responsibilities are as follows:

2020 Urban Area Boundary and Functional Classification Fact Sheet

Timeline:

- Summer 2022: USDOT publication of Transportation Management Areas (TMAs)
- May 2023 - May 2024: Coordination of 2020 UAB adjustments and Functional Classification reviews
- Before October 1, 2023: Review Metropolitan Planning Funds (MPF) Utilization
- May 2024: FDOT and FHWA Review adjustments to UABs
- December 2024: Adjusted UABs and Updated Functional Classification integrated with FDOT Business Systems
- January 2025: MPOs submit Apportionment Plan and MPO Boundary Maps
- Late 2024/Early 2025: New TMAs must have a Congestion Management Process (CMP) within 18 months of designation
- April 2025: FDOT CD submits final data to FHWA
- December 2026: 2020 Long Range Transportation Plan (LRTP) and Transportation Improvement Plans (TIP 2) Submissions

FDOT Districts

- Resolves UAB and FC data from FDOT CD.
- Coordinates with local agency partners and hosts regional workshops with MPOs.
- Coordinates proposed UAB adjustments and FC updates with planning partners and acquires signatures from local agencies.
- Delivers proposed change of UAB maps, data, and FC updates to FDOT CD for review.

Metropolitan/Transportation Planning Organizations (MPO/TPO)

- Updates its Metropolitan Planning Area (MPA) boundary map in consultation with Districts.
- Updates its Apportionment Plan, which is the MPO's voting membership structure.
- Coordinates with local governments and the District on the process to adjust the FC of roadways within the MPO area.

- [FDOT District 2 Web Application](#)
- [2020 UABFC Process Web Site](#)
- [FDOT UABFC Hub Site](#)
- [FDOT 2010 Urban Boundary and Functional Classification Maps](#)
- [FDOT 2020 UABFC Info Fact Sheet \(PDF\)](#)
- [FHWA 2013 Edition - Highway Functional Classification Concepts, Criteria and Procedures](#)
- [FHWA 2020 Estimated Schedule of Activities](#)
- [FHWA Frequently Asked Questions](#)
- [US Census 2020 Final Urban Area Criteria](#)



FDOT District Two Contacts

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LAKE CITY OFFICE

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Justin Bellot

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Questions?



Thank you

ADOPT RESOLUTION 2024-R-148 awarding ITB 2024-06 and execution of a contract for the Madison Street Water Main Replacement project to DB Civil Construction, LLC in amount not to exceed \$499,890 (100% grant funded).

Request for authorization to award contract to DB Civil Construction LLC for ITB 2024-06 Madison Street Water Main Replacement project in an amount not to exceed \$499,890.

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Requesting approval to execute a contract with DB Civil Construction, LLC for the Madison Street Water Main Replacement project.

BACKGROUND

ITB 2024-06 was issued on 5-18-2024 for the Madison Street Water Main Replacement project. Ten (10) responses were opened on 7-1-2024.

PROJECT ANALYSIS

Hanson Professional Services, the engineer of record has recommended award to DB Civil Construction LLC as the lowest and most responsive bidder at a not to exceed cost of \$499,890. The construction project is 100% grant funded by DEO CDBG DR and St Johns River Water Management District using GL 041-13-536-8-6471 and 041-13-536-8-6467.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-148 awarding contract with DB Civil Construction for the Madison 11th to 5th Streets WM Improvements project.
2.	ITB 2024-06 Bid Tab
3.	Ltr.Recommendation.07.05.24
4.	CONTRACT FOR SERVICES ITB 2024-06 - FINAL

RESOLUTION NO. 2024-R-148

**A RESOLUTION AUTHORIZING AWARD OF ITB 2024-06
AND EXECUTION OF A CONTRACT WITH DB CIVIL
CONSTRUCTION, LLC USING 100% DEPARTMENT OF
ECONOMIC OPPORTUNITY COMMUNITY
DEVELOPMENT BLOCK GRANT AND ST. JOHNS RIVER
WATER MANAGEMENT DISTRICT GRANT FUNDING
FOR THE MADISON STREET WATER MAIN
REPLACEMENT PROJECT; AND PROVIDING FOR
SCRIVENER'S ERRORS**

WHEREAS, on May 18, 2024 the City of Palatka issued ITB 2024-06, Madison Street Water Main Replacement from 11th to 5th Streets (THE PROJECT), received bids on 7-1-2024; and

WHEREAS Hanson Professional Services, the engineer of record, has recommended award to DB Civil Construction, LLC as the most responsive bidder at \$499,860; and

WHEREAS, the **City** deems it reasonable and necessary to award ITB 2024-06 execute a contract and approve the funding the **Project**.

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

1. the Mayor and City Clerk are hereby authorized to execute and attest a Construction Agreement for an amount not to exceed \$499,860.00 with DB Civil Construction, LLC for the PROJECT upon the approval of Department of Commerce and SJRWMD; and
2. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which of 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 8th day of August, 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney



Bid Opening

Job Title: Invitation to Bid (ITB) 2024-06 Madison Street Water Main Improvements

Dept General Services

Date: 07/01/2024 at 2:33 PM

Read by: Jayde Baggs

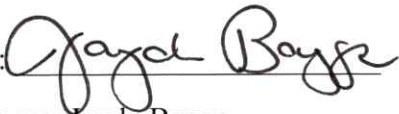
Recorded by: Sunni Krantz

Bidder name/Address	Bid Amount	Addendum 1 - 3	one (1) original and two (2) digital copies on a thumb drive
DB Civil 4475 US 1 S Ste 707 St. Augustine, FL 32086	\$499,890.00	Yes	Yes
Worth Construction & Development Inc. 9536 CR 136A Live Oak, FL 32060	\$744,920.72	Yes	1 original and 1 digital
Clearwater Solutions, LLC 3780 NE 40 th Pl., Ocala, FL 34479	\$622,982.98	Yes	Yes
All State Civil Construction, Inc. 1301 Beville Rd. Ste. 16 Daytona Beach, FL 32119	\$1,077,907.00	Yes	Yes
GPS Civil Construction 455 Walker St., Holly Hill, FL 32117	\$965,392.00	Yes	1 original
EZ Contracting 5324 56 th Commerce Park Blvd., Tampa, FL 33610	\$1,463,930.00	Yes	Yes
TB Landmark Construction 11220 New Berlin Rd., Jacksonville, FL 32226	\$794,449.00	Yes	Yes

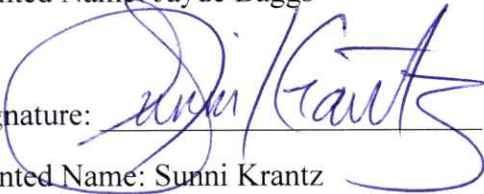
Kent Bros Inc 108 Jax Ln., Palatka, FL 32177	\$770,800.00	Yes	1 original and 1 digital
Art Walker Construction, Inc. PO Box 267 Lowell, FL 32663	\$936,278.97	Yes	Yes
Ferreira 591 Pickettville Rd., Jacksonville, FL 32220	\$628,535.00	Yes	Yes

Witness Signature: 

Witness Printed Name: Jackie Pappas

Witness Signature: 

Witness Printed Name: Jayde Baggs

Witness Signature: 

Witness Printed Name: Sunni Krantz

July 5, 2024

Mr. Jonathan C. Griffith

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

Re: Invitation to Bid (ITB) 2024-06
Madison Street Water Main Improvements

Dear Mr. Griffith

Hanson Professional Services has reviewed the bids for the referenced project. There were a total of ten (10) responsive bidders for this project. As part of our review, we have prepared a detailed bid tabulation spreadsheet for cost comparison between all bidders, reviewed all the bids to ensure they were submitted in accordance with the bid documents, and checked the references for the apparent lowest responsive bidder to verify experience.

The contract documents contained a Base Bid only. We are recommending award of this project for the Base Bid to DB Civil Construction, LLC. from St. Augustine, Florida.

Please feel free to contact me should you have any questions regarding the view of the bids.

Sincerely,

Hanson Professional Service Inc.



Daryl R. Myers, PE
Project Manager

Enclosure

ITB 2024-06 Madison Street Water Main Improvements

Bid Tabulation																									
				Hanson Estimate		All State Civil		AWCI		ClearWater Solutions		DB Civil Construction		EZ Contracting		Ferreira		Kent Bros Inc		GPS Civil		TB Landmark		Worth Construction	
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	General Conditions, Mobilization, Bonds, Insurance, As-Builts	1	LS	\$53,198.00	\$53,198.00	\$283,450.00	\$283,450.00	\$46,280.00	\$46,280.00	\$29,665.86	\$29,665.86	\$48,000.00	\$48,000.00	\$50,000.00	\$50,000.00	\$139,456.00	\$139,456.00	\$75,000.00	\$75,000.00	\$48,000.00	\$48,000.00	\$50,000.00	\$50,000.00	\$165,000.00	\$165,000.00
2	Site Preparation	1	LS	\$42,558.40	\$42,558.40	\$30,000.00	\$30,000.00	\$102,137.10	\$102,137.10	\$32,090.03	\$32,090.03	\$26,000.00	\$26,000.00	\$20,000.00	\$20,000.00	\$90,431.00	\$90,431.00	\$5,500.00	\$5,500.00	\$145,000.00	\$145,000.00	\$25,152.00	\$25,152.00	\$6,000.00	\$6,000.00
3	Maintenance of Traffic	1	LS	\$10,639.60	\$10,639.60	\$28,000.00	\$28,000.00	\$64,948.00	\$64,948.00	\$18,266.15	\$18,266.15	\$5,000.00	\$5,000.00	\$60,000.00	\$60,000.00	\$21,026.00	\$21,026.00	\$8,000.00	\$8,000.00	\$45,000.00	\$45,000.00	\$20,000.00	\$20,000.00	\$9,250.00	\$9,250.00
4	Erosion Control & Pollution Abatement	1	LS	\$7,979.70	\$7,979.70	13,250	\$13,250.00	\$10,623.24	\$10,623.24	\$11,082.40	\$11,082.40	\$4,000.00	\$4,000.00	\$40,000.00	\$40,000.00	\$44,315.00	\$44,315.00	\$1,500.00	\$1,500.00	\$30,000.00	\$30,000.00	\$7,500.00	\$7,500.00	\$4,500.00	\$4,500.00
5	6" PVC Water Main	1,981	LF	\$75.00	\$148,575.00	\$75.00	\$148,575.00	\$108.81	\$215,552.61	\$78.41	\$155,330.21	\$58.00	\$114,898.00	\$150.00	\$297,150.00	\$72.00	\$142,632.00	\$83.00	\$164,423.00	\$120.00	\$237,720.00	\$150.00	\$297,150.00	\$101.00	\$200,081.00
6	6" M.J. 45 Deg Bend	31	EA	\$750.00	\$23,250.00	\$750.00	\$23,250.00	\$790.99	\$24,520.69	\$731.46	\$22,675.26	\$750.00	\$23,250.00	\$1,500.00	\$46,500.00	\$259.00	\$8,029.00	\$1,000.00	\$31,000.00	\$600.00	\$18,600.00	\$800.00	\$24,800.00	\$320.22	\$9,926.82
7	6"X 6" M.J. Tapping Sleeve and Valve with Box and Cover	3	EA	\$13,000.00	\$39,000.00	\$18,000.00	\$54,000.00	\$7,667.35	\$23,002.05	\$9,149.40	\$27,448.20	\$6,200.00	\$18,600.00	\$20,000.00	\$60,000.00	\$2,630.00	\$7,890.00	\$2,000.00	\$6,000.00	\$15,000.00	\$45,000.00	\$11,000.00	\$33,000.00	\$4,071.16	\$12,213.48
8	6" M.J. Plug	7	EA	\$800.00	\$5,600.00	\$950.00	\$6,650.00	\$600.42	\$4,202.94	\$1,201.59	\$8,411.13	\$800.00	\$5,600.00	\$2,000.00	\$14,000.00	\$100.00	\$700.00	\$500.00	\$3,500.00	\$1,000.00	\$7,000.00	\$1,000.00	\$7,000.00	\$167.16	\$1,170.12
9	6" x 6" M.J. Tee	7	EA	\$1,100.00	\$7,700.00	\$1,500.00	\$10,500.00	\$1,405.31	\$9,837.17	\$1,569.89	\$10,989.23	\$1,250.00	\$8,750.00	\$2,000.00	\$14,000.00	\$418.00	\$2,926.00	\$2,750.00	\$19,250.00	\$1,000.00	\$7,000.00	\$1,250.00	\$8,750.00	\$453.42	\$3,173.94
10	6" M.J. Gate Valve w/ Box & Cover	16	EA	\$1,800.00	\$28,800.00	\$2,900.00	\$46,400.00	\$4,580.03	\$73,280.48	\$2,374.61	\$37,993.76	\$2,600.00	\$41,600.00	\$5,000.00	\$80,000.00	\$1,367.00	\$21,872.00	\$2,000.00	\$32,000.00	\$5,000.00	\$80,000.00	\$3,500.00	\$56,000.00	\$3,367.69	\$53,883.04
11	Fire Hydrant	5	EA	\$5,500.00	\$27,500.00	\$11,750.00	\$58,750.00	\$7,691.10	\$38,455.50	\$7,304.77	\$36,523.85	\$5,200.00	\$26,000.00	\$8,000.00	\$40,000.00	\$3,632.00	\$18,160.00	\$6,000.00	\$30,000.00	\$8,000.00	\$40,000.00	\$7,500.00	\$37,500.00	\$5,962.39	\$29,811.95
12	Connection to Existing Water Mains	8	EA	\$2,500.00	\$20,000.00	\$500.00	\$4,000.00	\$3,729.90	\$29,839.20	\$2,235.99	\$17,887.92	\$1,700.00	\$13,600.00	\$30,000.00	\$240,000.00	\$272.00	\$2,176.00	\$3,000.00	\$24,000.00	\$2,750.00	\$22,000.00	\$5,500.00	\$44,000.00	\$991.27	\$7,930.16
13	1" Water Service Complete (Short Side)	13	EA	\$1,200.00	\$15,600.00	\$1,500.00	\$19,500.00	\$2,495.27	\$32,438.51	\$1,589.29	\$20,660.77	\$950.00	\$12,350.00	\$5,000.00	\$65,000.00	\$400.00	\$5,200.00	\$2,000.00	\$26,000.00	\$1,750.00	\$22,750.00	\$1,000.00	\$13,000.00	\$2,987.66	\$38,839.58
14	1" Water Service Complete (Long Side)	11	EA	\$1,550.00	\$17,050.00	\$2,000.00	\$22,000.00	\$5,797.55	\$63,773.05	\$2,929.08	\$32,219.88	\$2,150.00	\$23,650.00	\$12,000.00	\$132,000.00	\$955.00	\$10,505.00	\$2,000.00	\$22,000.00	\$2,750.00	\$30,250.00	\$1,600.00	\$17,600.00	\$3,475.33	\$38,228.63
15	Remove Existing Valve Box and Cover	15	EA	\$500.00	\$7,500.00	\$500.00	\$7,500.00	\$1,950.00	\$29,250.00	\$475.72	\$7,135.80	\$300.00	\$4,500.00	\$1,000.00	\$15,000.00	\$230.00	\$3,450.00	\$1,000.00	\$15,000.00	\$1,000.00	\$15,000.00	\$1,250.00	\$18,750.00	\$400.00	\$6,000.00
16	Remove Fire Hydrant	5	EA	\$2,500.00	\$12,500.00	\$2,000.00	\$10,000.00	\$3,250.00	\$16,250.00	\$986.16	\$4,930.80	\$450.00	\$2,250.00	\$1,500.00	\$7,500.00	\$750.00	\$3,750.00	\$1,500.00	\$7,500.00	\$2,500.00	\$12,500.00	\$3,500.00	\$17,500.00	\$400.00	\$2,000.00
17	Concrete Sidewalk (4" Thick) Removal & Replacement	6,777	SF	\$15.00	\$101,655.00	\$32.00	\$216,864.00	\$14.34	\$97,182.18	\$11.64	\$78,884.28	\$12.00	\$81,324.00	\$20.00	\$135,540.00	\$8.00	\$54,216.00	\$28.00	\$189,756.00	\$11.00	\$74,547.00	\$11.00	\$74,547.00	\$14.00	\$94,878.00
18	Concrete Driveway (6" Thick) Removal & Replacement	647	SF	\$150.00	\$97,050.00	\$45.00	\$29,115.00	\$26.59	\$17,203.73	\$13.61	\$8,805.67	\$14.00	\$9,058.00	\$40.00	\$25,880.00	\$19.00	\$12,293.00	\$95.00	\$61,465.00	\$15.00	\$9,705.00	\$14.00	\$9,058.00	\$14.00	\$9,058.00
19	Sodding	6,200	SF	\$1.00	\$6,200.00	\$3.00	\$18,600.00	\$1.90	\$11,780.00	\$4.46	\$27,652.00	\$0.50	\$3,100.00	\$15.00	\$93,000.00	\$5.00	\$31,000.00	\$4.00	\$24,800.00	\$3.00	\$18,600.00	\$1.00	\$6,200.00	\$5.80	\$35,960.00
20	Asphalt Pavement Removal and Replacement	1,418	SF	\$20.00	\$28,360.00	\$33.50	\$47,503.00	\$18.14	\$25,722.52	\$24.21	\$34,329.78	\$20.00	\$28,360.00	\$20.00	\$28,360.00	\$6.00	\$8,508.00	\$17.00	\$24,106.00	\$40.00	\$56,720.00	\$19.00	\$26,942.00	\$12.00	\$17,016.00
Total					\$700,715.70		\$1,077,907.00		\$936,278.97		\$622,982.98		\$499,890.00		\$1,463,930.00		\$628,535.00		\$770,800.00		\$965,392.00		\$794,449.00		\$744,920.72

ROBERTA M. CORREA
MAYOR-COMMISSIONER

TAMMIE McCASKILL
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

TROY BELL, ICMA-CM,
MPA, MS-FINANCE
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA, CGFO,
MS-TAXATION
FINANCE DIRECTOR

JASON L. SHAW, SR.
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

CONTRACT FOR SERVICES ITB 2024-06

Madison Street Water Main Replacement

This Contract is made as of the _____ day of _____, 20__, by and between City of Palatka, a Political Subdivision of the State of Florida, hereinafter referred to as the CITY, and DB CIVIL CONSTRUCTION, LLC, a Limited Liability Corporation authorized to do business in the State of Florida, hereinafter referred to as DB CIVIL, whose Federal I.D. is _____.

In consideration of the mutual promises contained herein, the CITY and DB CIVIL. agree as follows:

ARTICLE 1 – SCOPE OF WORK AND CONTACTS

DB CIVIL. responsibility under this Contract is to provide professional services in the area of Madison Street improvements (5th to 11th Street) Palatka, FL 32177, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The CITY'S representative/liaison during the performance of this Contract shall be Joe Verrechio, telephone no. 386-329-0100, e-mail: jverrechio@palatka-fl.gov.

DB CIVIL. representative/liaison during the performance of this Contract shall be Dalton Baylor: 4475 US 1 S, Ste 707, St. Augustine, FL 32086,

ARTICLE 2 - SCHEDULE

DB CIVIL. shall commence services after the execution of a notice to proceed and complete all services no later than 90 days after the issuance of a Notice to Proceed. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS DB CIVIL.

- A. The total amount to be paid by the CITY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Four hundred ninety-nine thousand eight hundred ninety- (\$499,890.00). DB CIVIL. shall notify the CITY's representative in writing when 90% of the "not to exceed amount" has been reached.
- B. DB CIVIL will bill the CITY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "A" for services rendered toward the completion of the Scope of Work.

Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- C. Invoices received from DB CIVIL pursuant to this Contract will be reviewed and approved by the CITY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Final Invoice: In order for both parties herein to close their books and records, DB CIVIL will clearly state "final invoice" on DB CIVIL final/last billing to the CITY. This shall constitute DB CIVIL certification that all services have been properly performed and all charges and costs have been invoiced to City of Palatka. Any other charges not properly included on this final invoice are waived by DB CIVIL.
- E. In order to do business with City of Palatka, DB CIVIL is required to fill out a Vendor Packet through the City's Finance Department.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by DB CIVIL shall also act as the execution of a truth-in negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged DB CIVIL most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside DB CIVIL's. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by DB CIVIL upon sixty (60) days' prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of DB CIVIL. It may also be terminated, in whole or in part, by the CITY, with cause upon five (5) business days written notice to DB CIVIL or without cause upon ten (10) business days written notice to DB CIVIL. Unless DB CIVIL is in breach of this Contract, DB CIVIL shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the CITY, in writing, DB CIVIL shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

DB CIVIL represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY. All of the services required herein under shall be performed by DB CIVIL or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. Any changes or substitutions in DB CIVIL key

personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective. DB CIVIL warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of DB CIVIL personnel (and all Subcontractors), while on CITY premises, will comply with all CITY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. DB CIVIL is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If DB CIVIL uses any subcontractors on this project the following provisions of this Article shall apply: If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, DB CIVIL shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by DB CIVIL. DB CIVIL shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is DB CIVIL authorized to use the CITY'S Tax Exemption Number in securing such materials. DB CIVIL shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the City Commissioners.

ARTICLE 10 - INSURANCE

DB CIVIL shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as CITY'S review or acceptance of insurance maintained by DB CIVIL, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by DB CIVIL under the Contract. DB CIVIL agrees to notify the CITY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. Commercial General Liability:

DB CIVIL shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability. Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "City of Palatka, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to CITY upon request.

B. Workers' Compensation Insurance & Employer's Liability:

DB CIVIL shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

C. Professional Liability:

DB CIVIL shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, CITY reserves the right, but not the obligation, to review and request a copy of DB CIVIL most recent annual report or audited financial statement. For policies written on a "claims-made" basis, DB CIVIL warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, DB CIVIL shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve DB CIVIL of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

D. Waiver of Subrogation:

Except where prohibited by law, DB CIVIL hereby waives any and all rights of Subrogation against the CITY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then DB CIVIL shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should DB CIVIL enter into such an agreement on a pre-loss basis.

E. Certificates of Insurance:

On execution of this contract, renewal, within forty-eight (48) hours of a request by CITY, and upon expiration of any of the required coverage throughout the term of this Agreement, DB CIVIL shall deliver to the CITY or CITY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to: City of Palatka Board of CITY Commissioners And may be addressed: c/o Department Using the address as indicated in the "Notices" article or another address on agreement of the parties. F. Right to Revise or Reject: CITY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 11 - INDEMNIFICATION

DB CIVIL shall protect, defend, reimburse, indemnify and hold CITY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of DB CIVIL.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and DB CIVIL each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor DB CIVIL shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 – GOVERNING LAW

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Putnam County, Florida.

ARTICLE 14 - CONFLICT OF INTEREST

DB CIVIL represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes.

DB CIVIL further represents that no person having any such conflict of interest shall be employed for said performance of services. DB CIVIL shall promptly notify the CITY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence DB CIVIL judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that DB CIVIL may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by DB CIVIL. The CITY agrees to notify DB CIVIL of its opinion by certified mail within thirty (30) days of receipt of notification by DB CIVIL. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by DB CIVIL, the CITY shall so state in the notification and DB CIVIL shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by DB CIVIL under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

DB CIVIL shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of DB CIVIL or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions. Upon DB CIVIL request, the CITY shall consider the facts and extent of any failure to perform the work and, if DB CIVIL failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

DB CIVIL shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. DB CIVIL further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

DB CIVIL shall deliver to the CITY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract. To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by DB CIVIL and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

DB CIVIL is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to DB CIVIL sole direction, supervision, and control. DB CIVIL shall exercise control over the means and manner in which it and its employees perform the work, and in all respects DB CIVIL relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY. DB CIVIL does not have the power or authority to bind the CITY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

DB CIVIL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for DB CIVIL to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for DB CIVIL, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

DB CIVIL shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at DB CIVIL place of business

ARTICLE 21 - NONDISCRIMINATION

The CITY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. DB CIVIL warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract. As part of such compliance, DB CIVIL shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual

orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall DB CIVIL retaliate against any person for reporting instances of such discrimination. DB CIVIL shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY'S relevant marketplace in City of Palatka. DB CIVIL understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. DB CIVIL shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

DB CIVIL hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, DB CIVIL certifies that it, its affiliates, suppliers, subcontractors and DB CIVILs who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by DB CIVIL of the CITY'S notification of a contemplated change, DB CIVIL shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect DB CIVIL ability to meet the completion dates or schedules of this Contract. If the CITY so instructs in writing, DB CIVIL shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change. If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and DB CIVIL shall not commence work on any such change until such written amendment is signed by DB CIVIL and approved and executed on behalf of City of Palatka.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the CITY, notices shall be addressed to: 201 N. 2nd Street, Palatka, FL 32177
With copy to: City of Palatka Attorney's Office, 201 N. 2nd Street, Palatka, FL 32177

If sent to DB CIVIL notices shall be addressed to:

DB CIVIL:

Dalton Baylor
DB CIVIL CONSTRUCTION, LLC
4475 US 1 S Ste 707
St. Augustine, FL 32086

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and DB CIVIL agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - REGULATIONS; LICENSING REQUIREMENTS

DB CIVIL shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. DB CIVIL is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 29 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, DB CIVIL certifies that it, its affiliates, suppliers, subcontractors and DB CIVILs who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if DB CIVIL is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the CITY.
- B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, DB CIVIL certifies that it, its affiliates, suppliers, subcontractors and DB CIVILs who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. If the CITY determines, using credible information available to the public, that a false certification has been submitted by DB CIVIL, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 30 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if DB CIVIL: (i) provides a service; and (ii) acts on behalf of the CITY as provided under Section 119.011(2) F.S., DB CIVIL shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time DB CIVIL is specifically required to:

- A. Keep and maintain public records required by the CITY to perform services as provided under this Contract.
- B. Upon request from the CITY'S Custodian of Public Records, provide the CITY 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 in Chapter 119 or as otherwise provided by law.
- C. Ensure that 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 contract term and following completion of the Contract, if DB CIVIL does not transfer the records to the public agency.
- D. Upon completion of the Contract DB CIVIL shall transfer, at no cost to the CITY, all public records in possession of DB CIVIL unless notified by CITY'S representative/liaison, on behalf of the CITY'S Custodian of Public Records, to keep and maintain public records required by the CITY to perform the service. If DB CIVIL transfers all public records to the CITY upon completion of the Contract, DB CIVIL shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If DB CIVIL keeps and maintains public records upon completion of the Contract, DB CIVIL shall meet all applicable requirements for retaining public records. All records stored electronically by DB CIVIL must be provided to CITY, upon request of the CITY'S Custodian of Public Records, in a format that is compatible with the information technology systems of CITY, at no cost to CITY. Failure of DB CIVIL to comply with the requirements of this article shall be a material breach of this Contract. CITY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. DB CIVIL acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein

ARTICLE 31 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The CITY may execute the Contract through electronic or manual means. DB CIVIL shall execute by manual means only, unless the CITY provides otherwise.

ARTICLE 32 - E-VERIFY - EMPLOYMENT ELIGIBILITY

DB CIVIL warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of DB CIVIL subcontractors performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. DB CIVIL shall obtain from each of its subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. DB CIVIL shall maintain a copy of any such affidavit from a

subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period. CITY shall terminate this CONTRACT if it has a good faith belief that DB CIVIL has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CITY has a good faith belief that DB CIVIL subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, CITY shall notify DB CIVIL to terminate its contract with the subcontractor and DB CIVIL shall immediately terminate its contract with the subcontractor. If CITY terminates this CONTRACT pursuant to the above, DB CIVIL shall be barred from being awarded a future contract by CITY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, DB CIVIL shall also be liable for any additional costs incurred by CITY as a result of the termination.

IN WITNESS WHEREOF, the City of Palatka, Florida has made and executed this Contract on behalf of the CITY and DB CIVIL has hereunto set its hand the day and year above written.

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, on behalf of

(Name of Company/Individual/Organization/Association/Non-governmental entity)
hereby attest under penalty of perjury that our organization does not use coercion of labor or services, as defined in Fla. Stat. 787.06, in any part of the operation of our organization.

Signature

Date

Print Name

Title – must be an officer or a
Representative of the nongovernmental entity

**STATE OF FLORIDA
COUNTY OF PUTNAM**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization this _____ day of _____, by
_____, to me personally known to be the person described in and
who executed the foregoing instrument, or who produced appropriate identification, and
acknowledged before me the execution of same.

My commission expires:

Notary Public



Attest: City Of Palatka Clerk:

Sunni Krantz, City of Palatka Clerk

City of Palatka Mayor:

Roberta Correa, City of Palatka Mayor

Contractor:

Signature

Company:

Name (print):

Company:

Title:

Approved as to Form And Legal Sufficiency.

By:

Jane West, City of Palatka Attorney

EXHIBIT "A" SCOPE OF WORK

Scope of Work

Description of Work

PART 1 THE WORK AND ITS PERFORMANCE

1.01 CHARACTER OF THE WORK

Unless otherwise expressly provided in the Contract Documents, the Work must be performed in accordance with best modern practice, with materials and workmanship of the highest quality to the satisfaction of the Owner.

1.02 DESCRIPTION OF THE PROJECT

A. The project title is: **MADISON STREET WATER MAIN IMPROVEMENTS 11th to 5th Streets**

B. The Work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

Replacement and installation of new water main and abandoning the old water main and is located generally on Madison Street. Construction will include new open cut potable water main, including related valves, bends and other appurtenances for a complete and operable system. Elements of the work include pavement restoration, abandonment of existing water main, removing existing fire hydrants, installing new fire hydrants, and replacing service connections.

C. The specification divisions and drawings are an integrated part of the contract documents and, as such, will not stand alone if used independently as individual sections, divisions, or drawings sheets. The drawings and specifications establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials and equipment.

PART 2 WORKING HOURS

1.01 GENERAL

Work under this contract shall not be prosecuted on Sundays or on state and/or national holidays, except in time of emergency, and then only under written permission from the Owner who shall be the sole judge as to the urgency of that situation. On weekdays and Saturdays, the workday shall be limited to daylight hours unless the Owner approves in writing of alternate work hours.

Should the Contractor deem it necessary to work on Sundays, holidays, or beyond daylight hours in order to comply with his construction schedule or because of an emergency, the Contractor shall request permission of the Owner. If, in the opinion of the Owner, the need is bona fide, he will authorize the Contractor to work such hours as may be necessary.

1.02 REIMBURSEMENT FEES

The following hourly rates shall be applied as Owner's reimbursement of Engineer's fee to be paid by Contractor for expenses defined in Supplemental Conditions SC-6.02.C, SC- 6.05.A.2.f, SC-6.17.E.2, SC-9.05.B and SC-13.03.A.

- A. Project Manager \$130
- B. Construction Administrator \$100

C. Engineer	\$95
D. Administrative Assistant	\$65

PART 3 ABBREVIATIONS

3.01 ORDINANCES, REGULATIONS, STANDARDS, AND CODES

Reference in the specifications to known standards, codes, specifications, etc., promulgated by professional or technical associations, institutions, and societies, is intended to mean the latest edition of each such standard adopted and published as of the date of the Invitation to Bid on this project except where otherwise specifically indicated.

Each such standard referred to shall be considered a part of the specifications to the same extent as if reproduced herein in full. The following is a list of applicable documents that apply to this contract.

American Association of State Highway and Transportation Officials
(AASHTO) formerly (AASHO)

American Concrete Institute (ACI)

American Institute of Steel Construction

(AISC) American Iron and Steel

Institute (AISI) American National

Standards Institute (ANSI) American

Standards Association (ASA)

American Society of Mechanical Engineers

(ASME) American Society of Testing and

Materials (ASTM) American Water Works

Association (AWWA) American Welding

Society (AWS)

Anti-Friction Bearing Manufacturer's Association (AFBMA)

Building Officials and Code Administrators International, Inc.

(BOCA) Construction Specifications Institute (CSI)

Federal Specifications (FS)

Florida Department of Transportation (FDOT) Standard Specifications for
Road and Bridge Construction, Latest English Edition (Standard
Specifications)

Florida Department of Traffic Design Standards Latest English Edition

(FDOT Index) National Bureau of Standards (NBS)

National Electrical Manufacturer's Association

(NEMA) National Fire Protection Association (NFPA)

Portland Cement Association (PCA)

Occupational Safety and Health Act (Public Law 91-596), U.S. Department of Labor (OSHA)

Steel Structures Painting Council (SSPC)

Southern Standards Building Code

(SSBC) Underwriters' Laboratories, Inc.

(UL)

United States of America Standards Institute (USASI)

Regulations of Florida Industrial Commission Regarding

Safety

All local, state, county, or municipal building codes requirements of the Owner's Insurance

END OF SECTION

ADOPT RESOLUTION 2024-R-166 to approve the policies on Handicap Accessibility Self Evaluation Plan, Transition Plan for Handicap Accessibility and Section 504 Grievance procedures for adoption as a requirement for all Community Development Block Grant funded projects.

Request authorization of an Excessive Force policy as a requirement for Community Redevelopment Block Grant (CDBG) funding.

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

Florida Commerce (FC), requires policies and procedures with specific requirements to be adopted and adhered to for all the CDBG projects. The attached policies have been approved by Florida Commerce and are a requirement for use of the grant fund:

Exhibit A: Handicap Accessibility Self Evaluation Plan

Exhibit B: Transition Plan for Handicap Accessibility

Exhibit C: Section 504 Grievance

PROJECT ANALYSIS

See attached exhibits for the policies to be adopted as required by Florida Commerce.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-166
2.	Exhibit A Handicap Accessiblity Self Evaluation Plan
3.	Exhibit B Transition Plan for Handicap Accessibility
4.	Exhibit C Section 504 Grievance

RESOLUTION NO. 2024-R-166

A RESOLUTION AUTHORIZING UPDATING COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, ADOPTING A HANDICAP ACCESSIBILITY SELF EVALUATION PLAN, ADOPTING A TRANSITION PLAN FOR HANDICAP ACCESSIBILITY AND ADOPTING A SECTION 504 GRIEVANCE PROCEDURE; AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS, the City of Palatka desires to comply with the Section 504 Handicap Accessibility Requirements of the Community Development Block Grant programs and have all publicly accessible City owned facilities made handicap accessible; and

WHEREAS, the City of Palatka Butler has completed a review of City-owned facilities accessible to the public for ADA handicap compliance; and

WHEREAS, the City of Palatka desires to make all City-owned public facilities accessible to Handicap individuals, and

WHEREAS, the City of Palatka is establishing a Complaint and Grievance Procedure to process any complaints including those relating to handicap accessibility, the treatment of handicapped individuals and to elimination discrimination against any person who: has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, and/or is regarded as having such an impairment.

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

1. the City of Palatka hereby adopts the following 24 CFR Part 8 Transition Plan, and
2. the City of Palatka hereby adopts the following 24 CFR Part 8 Self Evaluation Plan, and
3. the City of Palatka hereby adopts the following Section 504 Compliance and Grievance Procedure, and
4. the City of Palatka affirms the City Manager as the person responsible for implementation of the Plan, and
5. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which of 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 Palatka City Commission this 8th day of August, 2024.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

EXHIBIT B

**CITY OF PALATKA
24 CFR PART 8
SELF EVALUATION PLAN**

A) Program and Activities Conducted:

PROGRAMS	PURPOSE
CDBG	To make infrastructure improvements to City owned meeting facilities

B) The Policies and Practices that govern the above programs and activities:

- 1) Outreach and Communications
- 2) Complaint Procedures
- 3) Eligibility and Admission Criteria
- 4) Employment Policy
- 5) Physical Accommodations
- 6) Fair Housing Ordinance

C) Person responsible for Evaluation:

City Manager

D) Do written policies or practices limit the participation of individuals with handicaps?

		<u>Needed Changes</u>
1) Notices (written)	Y___ N <u>X</u>	
2) Complaint Procedures	Y___ N <u>X</u>	
3) Eligibility Policy	Y___ N <u>X</u>	
4) Employment Policy	Y___ N <u>X</u>	
5) Transportation	Y___ N <u>X</u>	
6) Telephone Communications (TDD's)	Y___ N <u>X</u>	
7) Interpreters/Readers	Y___ N <u>X</u>	
8) Use of Contractors	Y___ N <u>X</u>	
9) Audio-Visual Preservations	Y___ N <u>X</u>	
10) Automated Electronic Equipment	Y___ N <u>X</u>	
11) Emergency Evacuation	Y___ N <u>X</u>	
12) Fair Housing	Y___ N <u>X</u>	

E) Ways handicapped persons and other interested persons have participated in the Self Evaluation Plan.

City staff who are familiar with all the City owned buildings and citizens requested accessibility needs participated in the Self Evaluation process.

F) Recipients that employ 15 or more employees must maintain on file and make the information available to the public upon request. File must be kept for at least six (6) years.

The City of Palatka employs more than 15 employees and will make this information available to the public upon request.

Resolution #: _____ Date Approved: _____, 2024

EXHIBIT B

**CITY OF PALATKA
TRANSITION PLAN
SCHEDULE OF IMPROVEMENTS**

CHANGES TO BE MADE ACCORDING TO FISCAL YEAR BUDGET

- YEAR #1:
1. Addressing existing parking space signage and stripping: City Hall, Larimer Center and Hank Bryan Park.
 2. Bathroom signage with Braille at proper height: Booker Park
 3. Plumbing Guards installed to exposed plumbing under bathroom sink: City Hall and Booker Park
- YEAR #2:
1. Installing new ADA compliant parking spaces to include signs, striping and access route to facilities: Fred Green Park, Palatka Heights Park, Owens Field, Shaw Buck Park, Bronson/Mulholland House and Booker Park
 2. ADA compliant interior and exterior door handles: Larimer Center, Police Station and Annex
 3. Construction/remodeling of bathrooms to make ADA compliant to include signage, commode height, sinks, faucets, plumbing covers under sinks, grab bars, access route, door handles and proper size access doors: Annex, Fred Green Park, Palatka Police Station, Owens Field, Shaw Buck Park, Jenkins Recreation Department, Bronson/Mulholland House and Larimer Center.
 4. Install ADA compliant interior doors with proper width openings and handles: Annex
 5. Access Route to venues and facilities: Fred Green Park, Palatka Heights Park, Owens Field, Shaw Buck Park and Booker Park
 6. Installation of Elevator with handicapped access and access route: Larimer Center
 7. Install ADA compliant ramps: City Hall and Jenkins Recreation Center
 8. Install ADA compliant water fountain: Jenkins Recreation Center

Approved by Resolution # _____ on _____, 2024

Resolution #: _____ Date Approved: _____, 2024

EXHIBIT A

**CITY OF PALATKA
24 CFR PART 8/TRANSITION PLAN**

A. List structures (facilities) in which programs and activities are conducted. (Particularly where public meetings are held)

B. Determine if there are physical barriers to program participation? YES or NO.

STRUCTURES	1. Access Route	2. Outside walks	3. Parking	4. Curb cuts	5. Ramps	6. Ext. doors	7. Int. doors	8. Elevator	9. Lifts	10. Toilets	11. Fount- ains	12. Warning signal	13. Assembly areas	14. Tele- phones	NEEDED CHANGES ADA COMPLIANT
City Hall	N	Y	Y	N	Y	N	N	N/A	N/A	Y	N	N	N	N/A	1. Ramp (slope) 2. Ramp to Dias 3. ADA Parking Sign at proper height and striping 4. Plumbing guards under bathroom sinks
Annex	N	N	N	N	N	N	Y	N/A	N/A	Y	N/A	Y	N	N/A	1. ADA compliant bathroom to include proper access route, door openings, thresholds, handles, plumbing guards and signs. 2. Interior door openings and proper door handles throughout
Price Martin Center	N	N	N	N	N	N	N	N/A	N/A	N	N	N	N	N/A	No Changes Needed

EXHIBIT A

CITY OF PALATKA/24 CFR PART 8/ TRANSITION PLAN/Page 2

A. List structures (facilities) in which programs and activities are conducted. (Particularly where public meetings are held)

B. Determine if there are physical barriers to program participation? YES or NO.

STRUCTURES	1. Access Route	2. Outside walks	3. Parking	4. Curb cuts	5. Ramps	6. Ext. doors	7. Int. doors	8. Elev.	9. Lifts	10. Toilets	11. Fount- ains	12. Warning signal	13. Assembly areas	14. Tele- phones	NEEDED CHANGES ADA COMPLIANT
James C. Godwin Riverfront Park	N	N	N	N	N	N	N	N/A	N/A	N	N/A	N	N	N/A	No Changes Needed
St Johns River Center	N	N	N	N	N	N	N	N	N	N	N/A	N	N	N/A	No Changes Needed
Fred Green Park	Y	Y	Y	Y	Y	Y	N/A	N/A	N/A	Y	N/A	Y	N	N/A	1. ADA compliant faucets, commodes, grab bars, signage and plumbing guards under sink 2. ADA Parking to include sign, stripping, curb cuts, ramp and access route 3. Access route to facilities
Palatka Police Station	N	N	N	N	NA	N	Y	N/A	N/A	Y	N/A	Y	N	N/A	1. ADA compliant bathroom to include proper access route, door openings, handles, fixtures, grab bars, plumbing guards and signs
Hank Bryan Park	N	N	Y	N	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1. Parking Space striping

EXHIBIT A

CITY OF PALATKA/24 CFR PART 8/ TRANSITION PLAN/Page 3

A. List structures (facilities) in which programs and activities are conducted. (Particularly where public meetings are held)

B. Determine if there are physical barriers to program participation? YES or NO.

STRUCTURES	1. Access Route	2. Outside walks	3. Parking	4. Curb cuts	5. Ramps	6. Ext. doors	7. Int. doors	8. Elevator	9. Lifts	10. Toilets	11. Fount- ains	12. Warning signal	13. Assembly areas	14. Tele- phones	NEEDED CHANGES ADA COMPLIANT
Palatka Heights Park	Y	Y	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1. Parking Space with sign and striping. 2. Access Route
Owens Field	Y	N	Y	N	N/A	Y	N/A	N/A	N/A	Y	N/A	Y	N/A	N/A	1. Parking space with sign and striping 2. Access route 3. ADA compliant bathrooms to include door opening size, faucets, commodes, grab bars, signage and plumbing guards under sink
Shaw Buck Park	Y	Y	Y	N/A	N/A	Y	N/A	N/A	N/A	Y	N/A	Y	N/A	N/A	1. Parking Space with sign and striping. 2. Access Route 3. ADA compliant bathrooms to include door opening size, grab bars, signage and plumbing guards under sink

EXHIBIT A

CITY OF PALATKA/24 CFR PART 8/ TRANSITION PLAN/Page 4

- A. List structures (facilities) in which programs and activities are conducted. (Particularly where public meetings are held)
B. Determine if there are physical barriers to program participation? YES or NO.

STRUCTURES	1. Access Route	2. Outside walks	3. Parking	4. Curb cuts	5. Ramps	6. Ext. doors	7. Int. doors	8. Elevator	9. Lifts	10. Toilets	11. Fount- ains	12. Warning signal	13. Assembly areas	14. Tele- phones	NEEDED CHANGES ADA COMPLIANT
Booker Park	Y	Y	Y	N	N/A	N	N	N/A	N/A	N	N/A	Y	N/A	N/A	1. Parking space with sign and striping 2. Access route to all venues including basketball courts and picnic area 3. Restroom signs and plumbing guards under sinks
Larimer Center	Y	N	Y	N	Y	Y	N	Y	Y	Y	N/A	N/A	Y	N/A	1. Elevator that serves all public levels 2. ADA compliant accessible bathroom 3. Access route to elevator 4. Parking space with sign and striping 5. ADA compliant door handles where appropriate 6. ADA basement access was locked during business hours with no device for employee notification alert.

EXHIBIT A

CITY OF PALATKA/24 CFR PART 8/ TRANSITION PLAN/Page 5

A. List structures (facilities) in which programs and activities are conducted. (Particularly where public meetings are held)

B. Determine if there are physical barriers to program participation? YES or NO.

STRUCTURES	1. Access Route	2. Outside walks	3. Parking	4. Curb cuts	5. Ramps	6. Ext. doors	7. Int. doors	8. Elevator	9. Lifts	10. Toilets	11. Fount- ains	12. Warning signal	13. Assembly areas	14. Tele- phones	NEEDED CHANGES ADA COMPLIANT
Jenkins Recreation Department	N	N	N	N	Y	N	N	N/A	N/A	Y	Y	Y	Y	N/A	1. Need ADA accessibility ramp or lift to access the gym 2. ADA compliant bathroom grab bars, signage, commodes, stall size, faucets, sink and plumbing guards under sinks 3. Need ADA compliant water fountain
Bronson/ Mulholland House	Y	Y	Y	N/A	N	N	N	N/A	N/A	Y	N/A	Y	N/A	N/A	1. Parking Space with sign and striping 2. Access Route from parking to walkway 3. ADA compliant bathrooms to include lever faucets, signs and plumbing guards under bathroom sinks

EXHIBIT A

CITY OF PALATKA/24 CFR PART 8/ TRANSITION PLAN/Page 6

C. The schedule for taking steps necessary to make needed changes:

- YEAR #1:
1. Addressing existing parking space signage and stripping: City Hall, Larimer Center and Hank Bryan Park.
 2. Bathroom signage with Braille at proper height: Booker Park
 3. Plumbing Guards installed to exposed plumbing under bathroom sink: City Hall and Booker Park

- YEAR #2:
1. Installing new ADA compliant parking spaces to include signs, striping and access route to facilities: Fred Green Park, Palatka Heights Park, Owens Field, Shaw Buck Park, Bronson/Mulholland House and Booker Park
 2. ADA compliant interior and exterior door handles: Larimer Center, Police Station and Annex
 3. Construction/remodeling of bathrooms to make ADA compliant to include signage, commode height, sinks, faucets, plumbing covers under sinks, grab bars, access route, door handles and proper size access doors: Annex, Fred Green Park, Palatka Police Station, Owens Field, Shaw Buck Park, Jenkins Recreation Department, Bronson/Mulholland House and Larimer Center.
 4. Install ADA compliant interior doors with proper width openings and handles: Annex
 5. Access Route to venues and facilities: Fred Green Park, Palatka Heights Park, Owens Field, Shaw Buck Park and Booker Park
 6. Installation of Elevator with handicapped access and access route: Larimer Center
 7. Install ADA compliant ramps: City Hall and Jenkins Recreation Center
 8. Install ADA compliant water fountain: Jenkins Recreation Center

D. The official responsible for implementation is: City Manager

E. The person(s) or groups with whose assistance the plan was developed: Fred Fox Enterprises, Inc.

F. This Transition Plan for complying with 24 CFR part 8 was made public by:

1. Posting on bulletin board.
2. Making the public aware of its availability.

CITY OF PALATKA, FLORIDA

SECTION 504 GRIEVANCE PROCEDURE

Section 504 of the Rehabilitation Act of 1973 provides that no qualified disabled person shall, solely on the basis of handicap, 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. The City of Palatka has completed its Section 504 Self Evaluation Guide and its Transition Plan which details the modifications/corrective actions needed to allow handicap accessibility relative to the City's public buildings and facilities. The Self Evaluation Guide and Transition Plan are on file in the City Manager's office in the City of Palatka City Hall and are available for public review and inspection, upon request.

In an effort to comply with all the provisions as set forth in Section 504 of the Rehabilitation Act of 1973, The City of Palatka herein establishes the following Grievance Procedure by passage of Resolution No. _____ dated _____, 2024.

1. The City of Palatka, Florida has completed its Section 504 Self Evaluation Guide and has determined to what extent its public facilities, employment practices, communications system, programs, and services are accessible to handicapped individuals.
2. The City of Palatka, Florida has appointed its City Manager as its Section 504 Coordinator. The Section 504 Coordinator shall be responsible for the City's overall compliance with Section 504 of the Rehabilitation Act of 1973 and further shall coordinate the implementation of the Transition Plan with the respective City Departments.
3. It is the Policy of the City of Palatka to eliminate discrimination against any person who: has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, and/or is regarded as having such an impairment.
4. Any handicapped person or groups representing handicapped persons that feel that a grievance is warranted relative to accessibility to handicapped persons in public facilities, employment practices, communication systems, programs, services, etc. under the direct control of the City shall submit said grievance in writing to the City Manager's Office
5. The City Manager shall coordinate the response to the grievance with the Section 504 Coordinator and shall issue the City's response within thirty (30) days of receipt of said grievance. If the person/group feels that his/her complaint has not been sufficiently addressed by the City Manager, an appeal may be made to the City Commission. The City Commission shall render its decision relative to the grievance within thirty (30) days of hearing the complaint. At any point, the aggrieved may register a complaint with the Florida Department of Commerce, 107 East Madison Street-MSC 400, Tallahassee, Florida 32399-2100 the CDBG overseeing agency in place at the time of the complaint.
6. All complaints registered at the local level shall have a response from the City Commission or City Manager within sixty (60) days of the lodging of the complaint and/or appeal. In the event the aggrieved has exhausted all appeals without a decision satisfactory to himself/herself, he/she may pursue other legal channels in an attempt to achieve satisfaction.

EXHIBIT C

7. A file of all "written" grievances and/or complaints and the City's response to said grievance/complaint shall be maintained and available for public inspection upon request.

Approved by Resolution # _____ on _____ 2024.

Resolution #: _____ Date Approved _____

ADOPT RESOLUTION 2024-R-156 to approve the policy on Excessive Force for adoption as a requirement for all CDBG funded projects.
Request authorization of 504 ADA and Excessive Force policies as a requirement for Community Redevelopment Block Grant (CDBG) funding.

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

Florida Commerce (FC), requires policies and procedures with specific requirements to be adopted and adhered to for all the CDBG projects. The attached policies have been approved by FC and are a requirement for use of the grant fund:
Exhibit A: Excessive Force

PROJECT ANALYSIS

Staff puts forward the required policy by Florida Commerce.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-156 and policy
----	-----------------------

RESOLUTION NO. 2024-R-156

**A RESOLUTION AUTHORIZING THE ADOPTION OF AN
UPDATED COMMUNITY DEVELOPMENT BLOCK GRANT
POLICY PROTECTING INDIVIDUALS ENGAGED IN
NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS; AND
PROVIDING FOR SCRIVENER’S ERRORS**

WHEREAS, the Congress of the United States has passed Section 104(1) to the Title I of the Housing and Community Development Act stating that no CDBG funds may be obligated or expended by any unit of general local government that fails to adopt and enforce a policy of prohibiting the use of excessive force by local law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; or fails to adopt and enforce 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 nonviolent civil rights demonstrations within its jurisdiction;

WHEREAS, the City Commission of the City of Palatka desires to establish a policy regarding excessive force under the City’s Community Development Block Grants (CDBG);

WHEREAS, the City Commission of the City of Palatka recognizes the need to adopt a policy for excessive force under the Community Development Block Grant to ensure compliance and adherence to requirements and standards set for by the United State Department of Housing and Urban Development (HUD), the Florida Department of Commerce (Florida Commerce), Federal Regulations, State Statutes, and Office of Management and Budget;

WHEREAS, Excessive force is determined on the ‘objective reasonableness’ of the force based on the situation. Nonviolent civil rights demonstrations use peaceful tactics to achieve social change and may include distribution of information, picketing, marches, and vigils;

WHEREAS, All prior policies and/or directives or parts of policies and/or directives that are contrary to the provisions of this policy are hereby repealed to give this policy full force and effect. If any section, clause, sentence, provision, or any part of this policy is held to be invalid or unconstitutional, the remaining sections, clauses, sentences, or parts not included therein, will remain in full force;

WHEREAS, the City of Palatka_has received a Community Development Block Grant and is required to comply with the Title I of the Housing and Community Development Act; and

WHEREAS, the failure to enforce such policies may cause the City of Palatka to lose its grant or eligibility for future federal grants.

NOW THEREFORE, be it resolved by the commission of the city of palatka, florida to make policy the following:

- SECTION 1

It is the POLICY of the CITY that excessive force by local law enforcement agencies shall not be used against individuals engaged in lawful and nonviolent civil rights demonstrations within the City boundaries.
- SECTION 2

It is the POLICY of the CITY to require law enforcement agencies to use the least amount of force necessary to achieve a lawful objective, to intervene when another law enforcement officer uses excessive force, that allegations of excessive force will be investigated, and that law enforcement officers who use excessive force will be disciplined.
- SECTION 3

It is the POLICY of the CITY to enforce applicable state and local laws against the physical barring of an entrance to or exit from a facility or location which is the subject of nonviolent civil rights demonstrations within its jurisdiction.

- SECTION 4

The City Commission hereby directs staff to make this POLICY available to the public, to post this POLICY on the City’s website, and to enforce this POLICY.
- SECTION 5

The City Commission hereby designates the City Manager as senior official responsible for implementation of this POLICY;
- SECTION 6

The City Commission hereby directs coordination with the Police Chief to ensure the police department implements and adheres to all components of these policies, amends applicable police department procedures and training to align with the implementation of this Resolution adopting this Excessive Force Policy.
- SECTION 7

the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which of 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 8th day of August, 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

ADOPT RESOLUTION 2024-R-149 awarding RFP 2024-11 Turf Maintenance to Mullis Lawn Maintenance of Palatka, Inc. in an amount not to exceed \$63,000.
ADOPT RESOLUTION 2024-R-149 awarding RFP 2024-11 Turf Maintenance to Mullis Lawn Maintenance of Palatka, Inc.

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

RFP 2024-11 Palatka Turf Maintenance was advertised on May 25, 2024 and opened on June 26, 2024.

The proposal is to award a two year contract to provide turf maintenance services at Oak Hill East Cemetery, Oak Hill West Cemetery, and/or Westview Cemetery.

PROJECT ANALYSIS

Public Works Staff recommends awarding to Mullis Lawn Maintenance of Palatka, Inc. with a two-year contract in an amount not to exceed \$63,000 per annual cost using GL 001-14-569-3-4650.

The City Manager will sign a contract in accord with the proposal approved by the Commission.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-149_AWARDING_RFP_2024-11_PALATKA_TURF_MAINTENANCE_TO_MULLIS LAWN
2.	Mullis Lawn
3.	Bid Tab
4.	CONTRACT FOR SERVICES ITB 2024-11- FINAL

RESOLUTION 2024-R-149

**A RESOLUTION OF THE CITY OF PALATKA,
AWARDING RFP 2024-11 PALATKA TURF
MAINTENANCE CONTRACT TO MULLIS LAWN
MAINTENANCE OF PALATKA, INC. FOR SERVICES AT
OAK HILL EAST AND WEST CEMETERIES AND/OR
WESTVIEW CEMETERY; AND PROVIDING FOR
SCRIVENER'S ERRORS**

WHEREAS, RFP 2024-11 Palatka Turf Maintenance was advertised on May 25, 2024 and opened on June 26, 2024; and

WHEREAS, four bids were received from J Milton Lawn Care, LLC, Kelly Klean, LLC, Mullis Lawn Maintenance of Palatka, Inc. and Yellowstone Landscape.

WHEREAS, the City Commission authorizes the turf maintenance contractor a two year contract for servicing Oak Hill East Cemetery, Oak Hill West Cemetery and/or Westview Cemetery; and

WHEREAS, the Staff recommendation is to award Mullis Lawn Maintenance of Palatka, Inc. a contract amount not to exceed \$63,000 per annual cost.

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

1. the Mayor and the City Clerk are hereby authorized to execute a contract with Mullis Lawn Maintenance of Palatka, Inc. in accord with the proposal submitted on May 25, 2024; 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 AND ADOPTED by the City Commission of the City of Palatka, Florida this 8th day of August, 2024.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ATTACHMENT "D"
BID FORM (Cover Sheet)

Contractor Name: Mullis Lawn Maintenance of Palatka, Inc.
Contact Name: Casey Mullis
Contact Phone #: 386 937-7573
Address: 529 Horseman's Club Road
Palatka, FL 32177

<u>Location/Description</u>	<u>Unit</u>	<u>Price/mow</u>	<u>Annual Cost</u>
Westview Cemetery	LS/mow	\$ <u>525</u>	\$ <u>21,000</u>
Oak Hill East Cemetery	LS/mow	\$ <u>525</u>	\$ <u>21,000</u>
Oak Hill West Cemetery	LS/mow	\$ <u>525</u>	\$ <u>21,000</u>

TOTAL \$ 63,000.00

*All prices shall be lump sum (LS).

Reference 1: Organization: Suzanne Pugh-Elliot Beech Gait Farm
Contact Name: Roxane R. Kennedy
Phone Number: 407 474-3385
Description of work: Mow and weed eat 20 acres of
horse farm and weed eat fencing

Reference 2: Organization: Equitable Real Estate
Contact Name: Lewis Ring
Phone Number: 904 806-6646
Description of work: Mow + weed eat 100+ acres,
retention ponds, fences + fields.

Date: 6/25/24

Authorized Contractor's Representative Signature

Signature indicates the proposal has a full understanding of the work as described in this

Reference 3: Hiawatha Condominiums
Greg Donker
904 ~~806~~ 343-2350
Mow, edge + weed eat entire property

Reference 4: Palatka Airport
Yul McNair
386-329-0149
Mow, edge + weed eat Airport

Mullis Lawn maintenance of Palatka , Inc.

529 Horseman's Club Road

Palatka, Fl. 32177

386 937-7573

I, Casey Mullis am a lifelong resident of Putnam County. After graduating from Palatka High School , I founded Mullis Lawn Maintenance of Palatka, Inc. I have grown the business from a lawn maintenance business that focused on primarily residential properties, to a commercial enterprise capable of handling everything from small residential to large commercial properties. Our largest being the City of Palatka Airport, approximately 300 acres of mowing , weed eating and edging. As the sole owner of Mullis Lawn Maintenance, I personally supervise and work on all jobs to insure we meet or exceed all requirements of agreed upon contracts.

Mullis lawn Maintenance is built on dependable, affordable service. This is demonstrated by the many clients, both commercial and residential, that have maintained our services for more than 10 years running, and longer. Clients such as Hiawatha condominiums, Niko's Pizza, and many properties for the Beck dealerships to name a few.

The last 5 years we have seen a lot of growth and are mowing much larger properties as the aforementioned Airport, and a 130 acre tract for Elite Realty in Green Cove Springs. We own 4, 72" diesel mowers, 60" mower, 2 tractors for bush hog work, multiple weed eaters, blowers , edgers , dump trailers and a skid steer for any extra work that a client may need.

I want to thank the City of Palatka for this opportunity serve and look forward to answering any questions you may have.

Sincerely,

A handwritten signature in cursive script that reads "Casey Mullis". The signature is written in dark ink and is positioned above the printed name and title.

Casey Mullis
Owner

Mullis Lawn maintenance of Palatka Inc.

529 Horseman's Club Road

Palatka, Fl. 32177

386 937-7573

Employee Experience

Casey Mullis

As owner/operator I participate in all work and have over 25 years experience in lawn maintenance and land clearing.

Tom Townsend

Tom has over 20 years experience in the landscaping and lawn maintenance business and has worked with Mullis Lawn Maintenance for the last 4 years.

Nelson Diaz

Nelson has worked for the last year with Mullis lawn Maintenance and came from United Landscaping where he worked for 3 years.

Philip Gutierrez

Philip has worked with us for the past 6 months and also comes from United Landscaping out of Green Cove Springs, where he worked for 3 years before joining the team.





CERTIFICATE OF LIABILITY INSURANCE

MULLLAW-01

KWEAVI

DATE (MM/DD/YYYY)

6/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Bates Hewett & Floyd Insurance Agency
3400 Crill Ave, Suite 2
Palatka, FL 32177

CONTACT NAME: Khrystal Weaver

PHONE (A/C, No, Ext): (386) 328-1100

E-MAIL ADDRESS: Khrystal@bates-hewett.com

FAX (A/C, No): (386) 329-1100

INSURED

Mullis Lawn Maintenance Inc.
5207 Silver Lake Drive
Palatka, FL 32177

INSURER(S) AFFORDING COVERAGE

INSURER A: Southern Owners Ins.

NAIC #

INSURER B: Markel Insurance Company

10190

INSURER C:

38970

INSURER D:

INSURER E:

INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																																				
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER: General Aggregate			78530850	7/29/2023	7/29/2024	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>3,000,000</td></tr><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td>EACH OCCURRENCE</td><td>\$</td><td></td></tr><tr><td>AGGREGATE</td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	MED EXP (Any one person)	\$	10,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	3,000,000	PRODUCTS - COMP/OP AGG	\$	3,000,000	COMBINED SINGLE LIMIT (Ea accident)	\$		BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$		EACH OCCURRENCE	\$		AGGREGATE	\$	
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC0156627-05	9/25/2023	9/25/2024	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>100,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>100,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>500,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER			E.L. EACH ACCIDENT	\$	100,000	E.L. DISEASE - EA EMPLOYEE	\$	100,000	E.L. DISEASE - POLICY LIMIT	\$	500,000																								
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E.L. DISEASE - POLICY LIMIT	\$	500,000																																									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Palatka
201 North Second Street
Palatka, FL 32177

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Khrystal Weaver

ORD 25 (2016/03)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

JESS FABRE
147 US HWY 17
EAST PALATKA, FL 32131

CONTACT NAME: JESS FABRE

PHONE (A/C, No, Ext): 386-325-5822

E-MAIL ADDRESS: JESS.FABRE@FFBIC.COM

FAX (A/C, No): 386-325-9484

INSURER(S) AFFORDING COVERAGE

INSURER A: Florida Farm Bureau Casualty

NAIC #

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Mullis Lawn Maintenance of Palatka Inc
529 Horseman Club Rd,
Palatka, FL 32177-7709

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE ☐ OCCUR ☐						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY ☐ PRO-JECT ☐ LOC ☐						
	OTHER:						
X	AUTOMOBILE LIABILITY			1376806	03/22/2024	03/22/2025	
	ANY AUTO						
	OWNED AUTOS ONLY ☐						
	HIRED AUTOS ONLY ☐						
	SCHEDULED AUTOS ☒						
	NON-OWNED AUTOS ONLY ☐						
	UMBRELLA LIAB						
	EXCESS LIAB						
	OCCUR ☐						
	CLAIMS-MADE ☐						
	DED ☐						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
	Y/N ☐						
	N/A						
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

JESS FABRE

ACORD 25 (2016/03)

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ATTACHMENT "A"
PROPOSER'S CERTIFICATION
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.

The undersigned has read the City of Palatka's Invitation to Bid (ITB) for the Palatka Turf Maintenance, the other related documents identified in the ITB, and any Addenda, receipt of all which is hereby acknowledged.
On behalf of our proposal team, we agree to and accept the terms, specific limitations and conditions expressed therein. I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of my team as its act and deed and that the team is ready, willing and able to perform.

Casey Mullis

Name (Print)

CASEY MULLIS

Signature

STATE OF FLORIDA

COUNTY OF Putnam

Date: 6-25-24

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 25 day of June, 2024 and is personally known to me or has provided _____ as identification.



Jess Fabre
Notary Public
State of Florida
My Commission Expires 01/26/2025
Commission No. HH 84940

[Signature]
Notary Public

My Commission expires: 1/26/2025

ATTACHMENT "B"
CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A),
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for Mullis Lawn Maintenance of Palatka, Inc.
2. This sworn statement is submitted by (entity) Mullis Lawn Maintenance of Palatka, Inc. whose business address is 529 Horseman's Club Rd. Palatka, Fl. 32177 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3731913 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Casey Mullis and my relationship to the entity named above is Owner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

CASEY MULLIS
Name (Print)
Casey Mullis 6-25-24
Signature Date:

STATE OF FLORIDA
COUNTY OF Putnam

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 25 day of June, 2024, and is personally known to me, or has provided _____ as identification.

Jess Fabre
Notary Public
State of Florida
Commission Expires 01/26/2025
Commission No. HH 84940

[Signature]
Notary Public
My Commission expires: 1/26/2025


Jess Fabre
Notary Public
State of Florida
My Commission Expires 01/26/2025
Commission No. HH 84940

ATTACHMENT "C"
CITY OF PALATKA
DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction, require a fine or require satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drugfree workplace requirements.

COMPANY: Mullis Lawn Maintenance of Palatka, Inc.
CITY: Palatka STATE: FL ZIP CODE: 32177
TELEPHONE NUMBER(S): 386 937 7573
SIGNATURE: Casey Mullis
NAME (TYPED OR PRINTED): Casey Mullis TITLE: Owner
EMAIL: Cmullislawm@outlook.com

ATTACHMENT "E"
Scrutinized Companies, E-Verify, Annual Budget and TRIM Approval Process

1. Scrutinized Companies

- a. In executing this Exhibit, Provider certifies that it is not listed on the Scrutinized Companies that Boycott Israel List nor is Provider engaged in a boycott of Israel (as defined in 215.4725, F.S.). Provider agrees, pursuant to section 287.135, F.S. that the Council may immediately terminate this Agreement for cause if the Provider is found to have submitted a false certification or is placed on the Scrutinized Companies that Boycott Israel List, or is found to be engaged in a boycott of Israel during the term of the Agreement.

2. E-Verify

Provider and any subcontractors used to carry out the duties and responsibilities in this contract, must register with and use the E-Verify system (E-Verify.gov) to verify the work authorization for newly hired employees within 3 business days of hire. In the event the E-Verify system is unavailable, Providers and subcontractors will comply with 448.095(2)(c). If applicable, Provider must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States.

3. Annual Budget and TRIM Approval Process

Provider acknowledges that funding for this agreement beyond September 30th, is subject to the City's annual budget and TRIM approval process, as applicable.

Vendor

By: Mullis Lawn Maintenance of Palatka, Inc.
Name: Casey Mullis
Title: Owner

*By signing this Electronic Signature Acknowledgement Form, I agree that my electronic signature is the legally binding equivalent to my handwritten signature. Whenever I execute an electronic signature, it has the same validity and meaning as my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding.

[illegible]

Page 169 of 338



Bid Opening

Job Title: Invitation to Bid (ITB) NO. 2024-11 Turf Maintenance Services

Dept. General Services

Date: 6/26/2024

Read by: Jayde Baggs

Recorded by: Jackie Pappas

Bidder name/Address	Bid Amount	Addendum 1	1 original & 1 digital copy
Yellowstone Landscape 1965 SR 207 St Augustine, FL 32086	\$148,200		no digital 2 copies
J. Milton Lawn Care 156 Latesha Terrace Palatka, FL 32177	\$114,600		no digital 2 copies
Mullis Lawn Maintenance 529 Horseman's Club Rd Palatka, FL 32177	\$63,000		no digital 2 copies
Kelly Klean LLC P.O. Box 1943 McClenny, FL 32063	\$177,839.20		no digital 2 copies

Witness Signature: _____

Witness Printed Name: Jackie Pappas

Witness Signature: _____

Witness Printed Name: Jayde Baggs

Witness Signature: _____

Witness Printed Name: Kierra Kaymore

ROBERTA M. CORREA
MAYOR-COMMISSIONER

TAMMIE McCASKILL
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

TROY BELL, ICMA-CM,
MPA, MS-FINANCE
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA, CGFO,
MS-TAXATION
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

CONTRACT FOR SERVICES ITB 2024-11

City of Palatka Turf Maintenance

This Contract is made as of the _____ day of _____, 20__, by and between City of Palatka, a Political Subdivision of the State of Florida, hereinafter referred to as the CITY, and MULLIS LAWN MAINTENANCE OF PALATKA, INC a Corporation authorized to do business in the State of Florida, hereinafter referred to as MULLIS LAWN MAINTENANCE OF PALATKA, INC, whose Federal I.D. is _____.

In consideration of the mutual promises contained herein, the CITY and MULLIS LAWN MAINTENANCE OF PALATKA, INC. agree as follows:

ARTICLE 1 – SCOPE OF WORK AND CONTACTS

MULLIS LAWN MAINTENANCE OF PALATKA, INC. responsibility under this Contract is to provide professional turf maintenance services at Oak Hill East Cemetery, Oak Hill West Cemetery, and/or Westview Cemetery, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The CITY'S representative/liaison during the performance of this Contract shall be Joe Verrechio, telephone no. 386-329-0100, e-mail: jverrechio@palatka-fl.gov.

MULLIS LAWN MAINTENANCE OF PALATKA, INC. representative/liaison during the performance of this Contract shall be Casey Mullis 529 Horseman's Club Rd, Palatka, FL 32177.

ARTICLE 2 - SCHEDULE

MULLIS LAWN MAINTENANCE OF PALATKA, INC. shall commence services after the execution of a notice to proceed and complete all services no later than 90 days after the issuance of a Notice to Proceed. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS MULLIS LAWN MAINTENANCE OF PALATKA, INC.

- A. The total amount to be paid by the CITY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Sixty Three Thousand Dollars (\$63,000.00). MULLIS LAWN MAINTENANCE OF PALATKA, INC. shall notify the

CITY's representative in writing when 90% of the "not to exceed amount" has been reached.

- B. MULLIS LAWN MAINTENANCE OF PALATKA, INC will bill the CITY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "A" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- C. Invoices received from MULLIS LAWN MAINTENANCE OF PALATKA, INC. pursuant to this Contract will be reviewed and approved by the CITY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Final Invoice: In order for both parties herein to close their books and records, MULLIS LAWN MAINTENANCE OF PALATKA, INC. will clearly state "final invoice" on MULLIS LAWN MAINTENANCE OF PALATKA, INC final/last billing to the CITY. This shall constitute MULLIS LAWN MAINTENANCE OF PALATKA, INC certification that all services have been properly performed and all charges and costs have been invoiced to City of Palatka. Any other charges not properly included on this final invoice are waived by MULLIS LAWN MAINTENANCE OF PALATKA, INC.
- E. In order to do business with City of Palatka, MULLIS LAWN MAINTENANCE OF PALATKA, INC is required to fill out a Vendor Packet through the City's Finance Department.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by MULLIS LAWN MAINTENANCE OF PALATKA, INC shall also act as the execution of a truth-in negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged MULLIS LAWN MAINTENANCE OF PALATKA, INC most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside MULLIS LAWN MAINTENANCE OF PALATKA, INC's. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by MULLIS LAWN MAINTENANCE OF PALATKA, INC upon sixty (60) days' prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of MULLIS LAWN MAINTENANCE OF PALATKA, INC. It may also be terminated, in whole or in part, by the CITY, with cause upon five (5) business days written notice to MULLIS LAWN MAINTENANCE OF PALATKA, INC or without cause upon ten (10) business days written notice to MULLIS LAWN MAINTENANCE OF PALATKA, INC. Unless MULLIS LAWN MAINTENANCE OF PALATKA, INC is in breach of this Contract, MULLIS LAWN MAINTENANCE OF PALATKA, INC shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the CITY, in writing, MULLIS LAWN MAINTENANCE OF PALATKA, INC shall:

- A. Stop work on the date and to the extent specified.

- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

MULLIS LAWN MAINTENANCE OF PALATKA, INC represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY. All of the services required herein under shall be performed by MULLIS LAWN MAINTENANCE OF PALATKA, INC or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. Any changes or substitutions in MULLIS LAWN MAINTENANCE OF PALATKA, INC key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective. MULLIS LAWN MAINTENANCE OF PALATKA, INC warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of MULLIS LAWN MAINTENANCE OF PALATKA, INC personnel (and all Subcontractors), while on CITY premises, will comply with all CITY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. MULLIS LAWN MAINTENANCE OF PALATKA, INC is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If MULLIS LAWN MAINTENANCE OF PALATKA, INC uses any subcontractors on this project the following provisions of this Article shall apply: If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, MULLIS LAWN MAINTENANCE OF PALATKA, INC shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by MULLIS LAWN MAINTENANCE OF PALATKA, INC. MULLIS LAWN MAINTENANCE OF PALATKA, INC shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is MULLIS LAWN MAINTENANCE OF PALATKA, INC authorized to use the CITY'S Tax Exemption Number in securing such materials. MULLIS LAWN MAINTENANCE OF PALATKA, INC shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the City Commissioners.

ARTICLE 10 - INSURANCE

MULLIS LAWN MAINTENANCE OF PALATKA, INC shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including

endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as CITY's review or acceptance of insurance maintained by MULLIS LAWN MAINTENANCE OF PALATKA, INC, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by MULLIS LAWN MAINTENANCE OF PALATKA, INC under the Contract. MULLIS LAWN MAINTENANCE OF PALATKA, INC agrees to notify the CITY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. Commercial General Liability:

MULLIS LAWN MAINTENANCE OF PALATKA, INC shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability. Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "City of Palatka, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to CITY upon request.

B. Workers' Compensation Insurance & Employer's Liability:

MULLIS LAWN MAINTENANCE OF PALATKA, INC shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

C. Professional Liability:

MULLIS LAWN MAINTENANCE OF PALATKA, INC shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, CITY reserves the right, but not the obligation, to review and request a copy of MULLIS LAWN MAINTENANCE OF PALATKA, INC most recent annual report or audited financial statement. For policies written on a "claims-made" basis, MULLIS LAWN MAINTENANCE OF PALATKA, INC warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, MULLIS LAWN MAINTENANCE OF PALATKA, INC shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve MULLIS LAWN MAINTENANCE OF PALATKA, INC of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

D. Waiver of Subrogation:

Except where prohibited by law, MULLIS LAWN MAINTENANCE OF PALATKA, INC hereby waives any and all rights of Subrogation against the CITY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then MULLIS LAWN MAINTENANCE OF PALATKA, INC shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or

voids coverage should MULLIS LAWN MAINTENANCE OF PALATKA, INC enter into such an agreement on a pre-loss basis.

E. Certificates of Insurance:

On execution of this contract, renewal, within forty-eight (48) hours of a request by CITY, and upon expiration of any of the required coverage throughout the term of this Agreement, MULLIS LAWN MAINTENANCE OF PALATKA, INC shall deliver to the CITY or CITY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to: City of Palatka Board of CITY Commissioners And may be addressed: c/o Department Using the address as indicated in the "Notices" article or another address on agreement of the parties. F. Right to Revise or Reject: CITY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 11 - INDEMNIFICATION

MULLIS LAWN MAINTENANCE OF PALATKA, INC shall protect, defend, reimburse, indemnify and hold CITY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of MULLIS LAWN MAINTENANCE OF PALATKA, INC.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and MULLIS LAWN MAINTENANCE OF PALATKA, INC each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor MULLIS LAWN MAINTENANCE OF PALATKA, INC shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 – GOVERNING LAW

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Putnam County, Florida.

ARTICLE 14 - CONFLICT OF INTEREST

MULLIS LAWN MAINTENANCE OF PALATKA, INC represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes.

MULLIS LAWN MAINTENANCE OF PALATKA, INC further represents that no person having any such conflict of interest shall be employed for said performance of services. MULLIS LAWN MAINTENANCE OF PALATKA, INC shall promptly notify the CITY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence MULLIS LAWN MAINTENANCE OF PALATKA, INC judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that MULLIS LAWN MAINTENANCE OF PALATKA, INC may undertake and request an opinion of the CITY as to whether the association, interest or

circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by MULLIS LAWN MAINTENANCE OF PALATKA, INC. The CITY agrees to notify MULLIS LAWN MAINTENANCE OF PALATKA, INC of its opinion by certified mail within thirty (30) days of receipt of notification by MULLIS LAWN MAINTENANCE OF PALATKA, INC. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by MULLIS LAWN MAINTENANCE OF PALATKA, INC, the CITY shall so state in the notification and MULLIS LAWN MAINTENANCE OF PALATKA, INC shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by MULLIS LAWN MAINTENANCE OF PALATKA, INC under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

MULLIS LAWN MAINTENANCE OF PALATKA, INC shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of MULLIS LAWN MAINTENANCE OF PALATKA, INC or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions. Upon MULLIS LAWN MAINTENANCE OF PALATKA, INC request, the CITY shall consider the facts and extent of any failure to perform the work and, if MULLIS LAWN MAINTENANCE OF PALATKA, INC failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

MULLIS LAWN MAINTENANCE OF PALATKA, INC shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. MULLIS LAWN MAINTENANCE OF PALATKA, INC further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

MULLIS LAWN MAINTENANCE OF PALATKA, INC shall deliver to the CITY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract. To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by MULLIS LAWN MAINTENANCE OF PALATKA, INC and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

MULLIS LAWN MAINTENANCE OF PALATKA, INC is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to MULLIS LAWN MAINTENANCE OF PALATKA, INC sole direction, supervision, and control. MULLIS LAWN MAINTENANCE OF PALATKA, INC shall exercise control over the means and manner in which it and its employees perform the work, and in all respects MULLIS LAWN MAINTENANCE OF PALATKA, INC relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY. MULLIS LAWN MAINTENANCE OF PALATKA, INC does not have the power or authority to bind the CITY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

MULLIS LAWN MAINTENANCE OF PALATKA, INC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for MULLIS LAWN MAINTENANCE OF PALATKA, INC to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for MULLIS LAWN MAINTENANCE OF PALATKA, INC, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

MULLIS LAWN MAINTENANCE OF PALATKA, INC shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at MULLIS LAWN MAINTENANCE OF PALATKA, INC place of business

ARTICLE 21 - NONDISCRIMINATION

The CITY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. MULLIS LAWN MAINTENANCE OF PALATKA, INC warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract. As part of such compliance, MULLIS LAWN MAINTENANCE OF PALATKA, INC shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall MULLIS LAWN MAINTENANCE OF PALATKA, INC retaliate against any person for reporting instances of such discrimination. MULLIS LAWN MAINTENANCE OF PALATKA, INC shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY'S relevant marketplace in City of Palatka. MULLIS LAWN MAINTENANCE OF PALATKA, INC understands and agrees that a material violation of this clause shall be considered a

material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. MULLIS LAWN MAINTENANCE OF PALATKA, INC shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

MULLIS LAWN MAINTENANCE OF PALATKA, INC hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, MULLIS LAWN MAINTENANCE OF PALATKA, INC certifies that it, its affiliates, suppliers, subcontractors and MULLIS LAWN MAINTENANCE OF PALATKA, INC who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by MULLIS LAWN MAINTENANCE OF PALATKA, INC of the CITY'S notification of a contemplated change, MULLIS LAWN MAINTENANCE OF PALATKA, INC shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect MULLIS LAWN MAINTENANCE OF PALATKA, INC ability to meet the completion dates or schedules of this Contract. If the CITY so instructs in writing, MULLIS LAWN MAINTENANCE OF PALATKA, INC shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change. If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and MULLIS LAWN MAINTENANCE OF PALATKA, INC shall not commence work on any such change until such written amendment is signed by MULLIS LAWN MAINTENANCE OF PALATKA, INC and approved and executed on behalf of City of Palatka.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the CITY, notices shall be addressed to: 201 N. 2nd Street, Palatka, FL 32177
With copy to: City of Palatka Attorney's Office, 201 N. 2nd Street, Palatka, FL 32177

If sent to MULLIS LAWN MAINTENANCE OF PALATKA, INC notices shall be addressed to:

MULLIS LAWN MAINTENANCE OF PALATKA, INC:

Casey Mullis

MULLIS LAWN MAINTENANCE OF PALATKA, INC

529 Horseman's Club Road

Palatka, FL 32177

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and MULLIS LAWN MAINTENANCE OF PALATKA, INC agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - REGULATIONS; LICENSING REQUIREMENTS

MULLIS LAWN MAINTENANCE OF PALATKA, INC shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. MULLIS LAWN MAINTENANCE OF PALATKA, INC is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 29 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, MULLIS LAWN MAINTENANCE OF PALATKA, INC certifies that it, its affiliates, suppliers, subcontractors and MULLIS LAWN MAINTENANCE OF PALATKA, INCs who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if MULLIS LAWN MAINTENANCE OF PALATKA, INC is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the CITY.
- B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, MULLIS LAWN MAINTENANCE OF PALATKA, INC certifies that it, its affiliates, suppliers, subcontractors and MULLIS LAWN MAINTENANCE OF PALATKA, INCs who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. If the CITY determines, using credible information available to the public, that a false certification has been submitted by MULLIS LAWN MAINTENANCE OF PALATKA, INC, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 30 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if MULLIS LAWN MAINTENANCE OF PALATKA, INC: (i) provides a service; and (ii) acts on

behalf of the CITY as provided under Section 119.011(2) F.S., MULLIS LAWN MAINTENANCE OF PALATKA, INC shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time MULLIS LAWN MAINTENANCE OF PALATKA, INC is specifically required to:

- A. Keep and maintain public records required by the CITY to perform services as provided under this Contract.
- B. Upon request from the CITY'S Custodian of Public Records, provide the CITY 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 in Chapter 119 or as otherwise provided by law.
- C. Ensure that 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 contract term and following completion of the Contract, if MULLIS LAWN MAINTENANCE OF PALATKA, INC does not transfer the records to the public agency.
- D. Upon completion of the Contract MULLIS LAWN MAINTENANCE OF PALATKA, INC shall transfer, at no cost to the CITY, all public records in possession of MULLIS LAWN MAINTENANCE OF PALATKA, INC unless notified by CITY'S representative/liaison, on behalf of the CITY'S Custodian of Public Records, to keep and maintain public records required by the CITY to perform the service. If MULLIS LAWN MAINTENANCE OF PALATKA, INC transfers all public records to the CITY upon completion of the Contract, MULLIS LAWN MAINTENANCE OF PALATKA, INC shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If MULLIS LAWN MAINTENANCE OF PALATKA, INC keeps and maintains public records upon completion of the Contract, MULLIS LAWN MAINTENANCE OF PALATKA, INC shall meet all applicable requirements for retaining public records. All records stored electronically by MULLIS LAWN MAINTENANCE OF PALATKA, INC must be provided to CITY, upon request of the CITY'S Custodian of Public Records, in a format that is compatible with the information technology systems of CITY, at no cost to CITY. Failure of MULLIS LAWN MAINTENANCE OF PALATKA, INC to comply with the requirements of this article shall be a material breach of this Contract. CITY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. MULLIS LAWN MAINTENANCE OF PALATKA, INC acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein

ARTICLE 31 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The CITY may execute the Contract through electronic or manual means. MULLIS LAWN MAINTENANCE OF PALATKA, INC shall execute by manual means only, unless the CITY provides otherwise.

ARTICLE 32 - E-VERIFY - EMPLOYMENT ELIGIBILITY

MULLIS LAWN MAINTENANCE OF PALATKA, INC warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of MULLIS LAWN MAINTENANCE OF PALATKA, INC subcontractors

performing the duties and obligations of this CONTRACT are registered with the EVerify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. MULLIS LAWN MAINTENANCE OF PALATKA, INC shall obtain from each of its subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. MULLIS LAWN MAINTENANCE OF PALATKA, INC shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period. CITY shall terminate this CONTRACT if it has a good faith belief that MULLIS LAWN MAINTENANCE OF PALATKA, INC has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CITY has a good faith belief that MULLIS LAWN MAINTENANCE OF PALATKA, INC subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, CITY shall notify MULLIS LAWN MAINTENANCE OF PALATKA, INC to terminate its contract with the subcontractor and MULLIS LAWN MAINTENANCE OF PALATKA, INC shall immediately terminate its contract with the subcontractor. If CITY terminates this CONTRACT pursuant to the above, MULLIS LAWN MAINTENANCE OF PALATKA, INC shall be barred from being awarded a future contract by CITY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, MULLIS LAWN MAINTENANCE OF PALATKA, INC shall also be liable for any additional costs incurred by CITY as a result of the termination.

IN WITNESS WHEREOF, the City of Palatka, Florida has made and executed this Contract on behalf of the CITY and MULLIS LAWN MAINTENANCE OF PALATKA, INC has hereunto set its hand the day and year above written.

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, on behalf of

(Name of Company/Individual/Organization/Association/Non-governmental entity)
hereby attest under penalty of perjury that our organization does not use coercion of labor or services, as defined in Fla. Stat. 787.06, in any part of the operation of our organization.

Signature

Date

Print Name

Title – must be an officer or a
Representative of the nongovernmental entity

**STATE OF FLORIDA
COUNTY OF PUTNAM**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization this _____ day of _____, by
_____, to me personally known to be the person described in and
who executed the foregoing instrument, or who produced appropriate identification, and
acknowledged before me the execution of same.

My commission expires:

Notary Public



Attest: City Of Palatka Clerk:

Sunni Krantz, City of Palatka Clerk

City of Palatka Mayor:

Roberta Correa, City of Palatka Mayor

Contractor:

Signature

Company:

Name (print):

Company:

Title:

Approved as to Form And Legal Sufficiency.

By:

Jane West, City of Palatka Attorney

EXHIBIT "A" SCOPE OF WORK

Scope of Work

Description of Work

PART 1 THE WORK AND ITS PERFORMANCE

1.01 CHARACTER OF THE WORK

Unless otherwise expressly provided in the Contract Documents, the Work must be performed in accordance with best modern practice, with materials and workmanship of the highest quality to the satisfaction of the Owner.

1.02 DESCRIPTION OF THE PROJECT

- A. The project title is: **CITY OF PALATKA TURF MAINTENANCE**
- B. The Work consists of furnishing all labor, equipment, and materials for the following:

The work consists of furnishing all labor, materials, equipment, tools, permitting, service, and supervision necessary to properly complete the work in a safe, effective, and efficient manner. Turf maintenance services will be performed at Oak Hill East Cemetery, Oak Hill West Cemetery, and/or Westview Cemetery.

- C. The specification divisions and drawings are an integrated part of the contract documents and, as such, will not stand alone if used independently as individual sections, divisions, or drawings sheets. The drawings and specifications establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials and equipment.

PART 2 WORKING HOURS

1.01 GENERAL

Work under this contract shall not be prosecuted on Sundays or on state and/or national holidays, except in time of emergency, and then only under written permission from the Owner who shall be the sole judge as to the urgency of that situation. On weekdays and Saturdays, the workday shall be limited to daylight hours unless the Owner approves in writing of alternate work hours.

Should the Contractor deem it necessary to work on Sundays, holidays, or beyond daylight hours in order to comply with his construction schedule or because of an emergency, the Contractor shall request permission of the Owner. If, in the opinion of the Owner, the need is bona fide, he will authorize the Contractor to work such hours as may be necessary.

1.02 REIMBURSEMENT FEES

The following hourly rates shall be applied as Owner's reimbursement of Engineer's fee to be paid by Contractor for expenses defined in Supplemental Conditions SC-6.02.C, SC- 6.05.A.2.f, SC-6.17.E.2, SC-9.05.B and SC-13.03.A.

- | | |
|-------------------------------|-------|
| A. Project Manager | \$130 |
| B. Construction Administrator | \$100 |
| C. Engineer | \$95 |
| D. Administrative Assistant | \$65 |

PART 3 ABBREVIATIONS

3.01 ORDINANCES, REGULATIONS, STANDARDS, AND CODES

Reference in the specifications to known standards, codes, specifications, etc., promulgated by professional or technical associations, institutions, and societies, is intended to mean the latest edition of each such standard adopted and published as of the date of the Invitation to Bid on this project except where otherwise specifically indicated.

Each such standard referred to shall be considered a part of the specifications to the same extent as if reproduced herein in full. The following is a list of applicable documents that apply to this contract.

American Association of State Highway and Transportation Officials
(AASHTO) formerly (AASHO)

American Concrete Institute (ACI)

American Institute of Steel Construction

(AISC) American Iron and Steel

Institute (AISI) American National

Standards Institute (ANSI) American

Standards Association (ASA)

American Society of Mechanical Engineers

(ASME) American Society of Testing and

Materials (ASTM) American Water Works

Association (AWWA) American Welding

Society (AWS)

Anti-Friction Bearing Manufacturer's Association (AFBMA)

Building Officials and Code Administrators International, Inc.

(BOCA) Construction Specifications Institute (CSI)

Federal Specifications (FS)

Florida Department of Transportation (FDOT) Standard Specifications for
Road and Bridge Construction, Latest English Edition (Standard
Specifications)

Florida Department of Traffic Design Standards Latest English Edition

(FDOT Index) National Bureau of Standards (NBS)

National Electrical Manufacturer's Association

(NEMA) National Fire Protection Association (NFPA)

Portland Cement Association (PCA)

Occupational Safety and Health Act (Public Law 91-596), U.S. Department of Labor (OSHA)

Steel Structures Painting Council (SSPC)

Southern Standards Building Code

(SSBC) Underwriters' Laboratories, Inc.

(UL)

United States of America Standards Institute (USASI)

Regulations of Florida Industrial Commission Regarding

Safety

All local, state, county, or municipal building codes requirements of the Owner's Insurance

END OF SECTION

ADOPT RESOLUTION 2024-R-150 awarding ITB 2024-12 City of Palatka Restroom Construction, Hank Bryan Park to ER Rooter, Inc. in an amount not to exceed \$73,000. Request authorization to award ITB 2024-12 City of Palatka Restroom Construction, Hank Bryan Park to ER Rooter, Inc. in an amount not to exceed \$73,000.

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

On May 23, 2024 the City of Palatka issued ITB 2024-12, City of Palatka Restroom Construction, Hank Bryan Park to construct and permit a complete restroom facility at 450 S. 14th Street, Palatka, FL 32177. Bids were opened on June 28, 2024 with four bids being received. Public Works staff recommends award to ER Rooter, Inc. the lowest most responsive bidder in an amount not to exceed \$73,000. Project was budgeted in FY 23-24 using GL 101-18-519-6-6457.

The City Manager will sign a contract in accord with the proposal approved by the Commission.

PROJECT ANALYSIS

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-150 awarding contract with ER Rooter Inc for the Hank Bryan Restroom project.
2.	CONTRACT FOR SERVICES ITB 2024-12- FINAL
3.	Bid Tab Executed
4.	ER ROOTER BID COMPLETE

RESOLUTION NO. 2024-R-150

**A RESOLUTION AUTHORIZING AWARD OF ITB 2024-12
AND EXECUTION OF A CONTRACT WITH ER ROOTER,
INC IN AN AMOUNT NOT TO EXCEED \$73,000 USING FY
23-24 BUDGETED FUNDS FOR THE HANK BRYAN
RESTROOM PROJECT; AND PROVIDING FOR
SCRIVENER'S ERRORS**

WHEREAS, on May 23, 2024 the City of Palatka issued ITB 2024-12, City of Palatka Restroom Construction, Hank Bryan Park (THE PROJECT), received bids on June 28, 2024; and

WHEREAS City staff has recommended award to ER Rooter, Inc. as the most responsive bidder at \$73,000; and

WHEREAS, the City deems it reasonable and necessary to award ITB 2024-12 and execute a contract and approve funding the **Project**.

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

1. That the Mayor and City Clerk are hereby authorized to execute and attest a Construction Agreement for an amount not to exceed \$73,000 with ER Rooter, Inc. for the PROJECT.
2. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which of 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 8th day of August, 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

ROBERTA M. CORREA
MAYOR-COMMISSIONER

TAMMIE McCASKILL
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

TROY BELL, ICMA-CM,
MPA, MS-FINANCE
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA, CGFO,
MS-TAXATION
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

CONTRACT FOR SERVICES ITB 2024-12

City of Palatka Restroom Construction, Hank Bryan Park

This Contract is made as of the _____ day of _____, 20__, by and between City of Palatka, a Political Subdivision of the State of Florida, hereinafter referred to as the CITY, and ER ROOTER, INC a Corporation authorized to do business in the State of Florida, hereinafter referred to as ER ROOTER, INC, whose Federal I.D. is _____. In consideration of the mutual promises contained herein, the CITY and ER ROOTER, INC. agree as follows:

ARTICLE 1 – SCOPE OF WORK AND CONTACTS

ER ROOTER, INC. responsibility under this Contract is to provide services to construct and permit a complete restroom facility, including all utility terminations at Hank Bryan Park, located at 450 S. 14th St, Palatka, FL 32177, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The CITY'S representative/liaison during the performance of this Contract shall be Joe Verrechio, telephone no. 386-329-0100, e-mail: jverrechio@palatka-fl.gov.

ER ROOTER, INC. representative/liaison during the performance of this Contract shall be Elio Rodriguez 5220 Helm Ave, Jacksonville, FL 32244.

ARTICLE 2 - SCHEDULE

ER ROOTER, INC. shall commence services after the execution of a notice to proceed and complete all services no later than 120 days after the issuance of a Notice to Proceed. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS ER ROOTER, INC.

- A. The total amount to be paid by the CITY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Seventy-Three Thousand Dollars (\$73,000.00). ER ROOTER, INC. shall notify the CITY's representative in writing when 90% of the "not to exceed amount" has been reached.
- B. ER ROOTER, INC will bill the CITY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "A" for services rendered toward the completion of the

Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- C. Invoices received from ER ROOTER, INC. pursuant to this Contract will be reviewed and approved by the CITY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Final Invoice: In order for both parties herein to close their books and records, ER ROOTER, INC. will clearly state "final invoice" on ER ROOTER, INC final/last billing to the CITY. This shall constitute ER ROOTER, INC certification that all services have been properly performed and all charges and costs have been invoiced to City of Palatka. Any other charges not properly included on this final invoice are waived by ER ROOTER, INC.
- E. In order to do business with City of Palatka, ER ROOTER, INC is required to fill out a Vendor Packet through the City's Finance Department.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by ER ROOTER, INC shall also act as the execution of a truth-in negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged ER ROOTER, INC most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside ER ROOTER, INC's. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by ER ROOTER, INC upon sixty (60) days' prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of ER ROOTER, INC. It may also be terminated, in whole or in part, by the CITY, with cause upon five (5) business days written notice to ER ROOTER, INC or without cause upon ten (10) business days written notice to ER ROOTER, INC. Unless ER ROOTER, INC is in breach of this Contract, ER ROOTER, INC shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the CITY, in writing, ER ROOTER, INC shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

ER ROOTER, INC represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY. All of the services required

herein under shall be performed by ER ROOTER, INC or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. Any changes or substitutions in ER ROOTER, INC key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective. ER ROOTER, INC warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of ER ROOTER, INC personnel (and all Subcontractors), while on CITY premises, will comply with all CITY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. ER ROOTER, INC is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If ER ROOTER, INC uses any subcontractors on this project the following provisions of this Article shall apply: If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, ER ROOTER, INC shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by ER ROOTER, INC. ER ROOTER, INC shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is ER ROOTER, INC authorized to use the CITY'S Tax Exemption Number in securing such materials. ER ROOTER, INC shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the City Commissioners.

ARTICLE 10 - INSURANCE

ER ROOTER, INC shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as CITY's review or acceptance of insurance maintained by ER ROOTER, INC, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ER ROOTER, INC under the Contract. ER ROOTER, INC agrees to notify the CITY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. Commercial General Liability:

ER ROOTER, INC shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability. Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, " City of Palatka, a Political Subdivision of the State of Florida, its Officers, Employees,

and Agents” as an Additional Insured. A copy of the endorsement shall be provided to CITY upon request.

B. Workers’ Compensation Insurance & Employer’s Liability:

ER ROOTER, INC shall maintain Workers’ Compensation & Employer’s Liability in accordance with Chapter 440 of the Florida Statutes.

C. Professional Liability:

ER ROOTER, INC shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, CITY reserves the right, but not the obligation, to review and request a copy of ER ROOTER, INC most recent annual report or audited financial statement. For policies written on a “claims-made” basis, ER ROOTER, INC warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, ER ROOTER, INC shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve ER ROOTER, INC of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an “occurrence” or “claims-made” form. If coverage is provided on a “claims-made” form the Certificate of Insurance must also clearly indicate the “retroactive date” of coverage.

D. Waiver of Subrogation:

Except where prohibited by law, ER ROOTER, INC hereby waives any and all rights of Subrogation against the CITY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then ER ROOTER, INC shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should ER ROOTER, INC enter into such an agreement on a pre-loss basis.

E. Certificates of Insurance:

On execution of this contract, renewal, within forty-eight (48) hours of a request by CITY, and upon expiration of any of the required coverage throughout the term of this Agreement, ER ROOTER, INC shall deliver to the CITY or CITY’s designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to: City of Palatka Board of CITY Commissioners And may be addressed: c/o Department Using the address as indicated in the “Notices” article or another address on agreement of the parties. F. Right to Revise or Reject: CITY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 11 - INDEMNIFICATION

ER ROOTER, INC shall protect, defend, reimburse, indemnify and hold CITY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss,

cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of ER ROOTER, INC.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and ER ROOTER, INC each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor ER ROOTER, INC shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 – GOVERNING LAW

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Putnam County, Florida.

ARTICLE 14 - CONFLICT OF INTEREST

ER ROOTER, INC represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes.

ER ROOTER, INC further represents that no person having any such conflict of interest shall be employed for said performance of services. ER ROOTER, INC shall promptly notify the CITY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence ER ROOTER, INC judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that ER ROOTER, INC may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by ER ROOTER, INC. The CITY agrees to notify ER ROOTER, INC of its opinion by certified mail within thirty (30) days of receipt of notification by ER ROOTER, INC. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by ER ROOTER, INC, the CITY shall so state in the notification and ER ROOTER, INC shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by ER ROOTER, INC under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

ER ROOTER, INC shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of ER ROOTER, INC or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions. Upon ER ROOTER, INC request, the CITY shall consider the facts and extent of any failure to perform the work and, if ER ROOTER, INC failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

ER ROOTER, INC shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. ER ROOTER, INC further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

ER ROOTER, INC shall deliver to the CITY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract. To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by ER ROOTER, INC and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

ER ROOTER, INC is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to ER ROOTER, INC sole direction, supervision, and control. ER ROOTER, INC shall exercise control over the means and manner in which it and its employees perform the work, and in all respects ER ROOTER, INC relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY. ER ROOTER, INC does not have the power or authority to bind the CITY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

ER ROOTER, INC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ER ROOTER, INC to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for ER ROOTER, INC, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

ER ROOTER, INC shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at ER ROOTER, INC place of business

ARTICLE 21 - NONDISCRIMINATION

The CITY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. ER ROOTER, INC warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract. As part of such compliance, ER ROOTER, INC shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall ER ROOTER, INC retaliate against any person for reporting instances of such discrimination. ER ROOTER, INC shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY'S relevant marketplace in City of Palatka. ER ROOTER, INC understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. ER ROOTER, INC shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

ER ROOTER, INC hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, ER ROOTER, INC certifies that it, its affiliates, suppliers, subcontractors and ER ROOTER, INC who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by ER ROOTER, INC of the CITY'S notification of a contemplated change, ER ROOTER, INC shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect ER ROOTER, INC ability to meet the completion dates or schedules of this Contract. If the CITY so instructs in writing, ER ROOTER, INC shall suspend

work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change. If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and ER ROOTER, INC shall not commence work on any such change until such written amendment is signed by ER ROOTER, INC and approved and executed on behalf of City of Palatka.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the CITY, notices shall be addressed to: 201 N. 2nd Street, Palatka, FL 32177

With copy to: City of Palatka Attorney's Office, 201 N. 2nd Street, Palatka, FL 32177

If sent to ER ROOTER, INC notices shall be addressed to:

ER ROOTER, INC:

Elio Rodriguez

ER ROOTER, INC

5220 Helm Avenue

Jacksonville, FL 32244

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and ER ROOTER, INC agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - REGULATIONS; LICENSING REQUIREMENTS

ER ROOTER, INC shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion.

ER ROOTER, INC is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 29 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, ER ROOTER, INC certifies that it, its affiliates, suppliers, subcontractors and ER ROOTER, INCs who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if ER ROOTER, INC is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the CITY.
- B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, ER ROOTER, INC certifies that it, its affiliates, suppliers, subcontractors and ER ROOTER, INCs who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in

Cuba or Syria. If the CITY determines, using credible information available to the public, that a false certification has been submitted by ER ROOTER, INC, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 30 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if ER ROOTER, INC: (i) provides a service; and (ii) acts on behalf of the CITY as provided under Section 119.011(2) F.S., ER ROOTER, INC shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time ER ROOTER, INC is specifically required to:

- A. Keep and maintain public records required by the CITY to perform services as provided under this Contract.
- B. Upon request from the CITY'S Custodian of Public Records, provide the CITY 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 in Chapter 119 or as otherwise provided by law.
- C. Ensure that 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 contract term and following completion of the Contract, if ER ROOTER, INC does not transfer the records to the public agency.
- D. Upon completion of the Contract ER ROOTER, INC shall transfer, at no cost to the CITY, all public records in possession of ER ROOTER, INC unless notified by CITY'S representative/liaison, on behalf of the CITY'S Custodian of Public Records, to keep and maintain public records required by the CITY to perform the service. If ER ROOTER, INC transfers all public records to the CITY upon completion of the Contract, ER ROOTER, INC shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If ER ROOTER, INC keeps and maintains public records upon completion of the Contract, ER ROOTER, INC shall meet all applicable requirements for retaining public records. All records stored electronically by ER ROOTER, INC must be provided to CITY, upon request of the CITY'S Custodian of Public Records, in a format that is compatible with the information technology systems of CITY, at no cost to CITY. Failure of ER ROOTER, INC to comply with the requirements of this article shall be a material breach of this Contract. CITY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. ER ROOTER, INC acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein

ARTICLE 31 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The CITY may execute the Contract through electronic or manual means. ER ROOTER, INC shall execute by manual means only, unless the CITY provides otherwise.

ARTICLE 32 - E-VERIFY - EMPLOYMENT ELIGIBILITY

ER ROOTER, INC warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of ER ROOTER, INC subcontractors performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. ER ROOTER, INC shall obtain from each of its subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. ER ROOTER, INC shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period. CITY shall terminate this CONTRACT if it has a good faith belief that ER ROOTER, INC has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CITY has a good faith belief that ER ROOTER, INC subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, CITY shall notify ER ROOTER, INC to terminate its contract with the subcontractor and ER ROOTER, INC shall immediately terminate its contract with the subcontractor. If CITY terminates this CONTRACT pursuant to the above, ER ROOTER, INC shall be barred from being awarded a future contract by CITY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, ER ROOTER, INC shall also be liable for any additional costs incurred by CITY as a result of the termination.

IN WITNESS WHEREOF, the City of Palatka, Florida has made and executed this Contract on behalf of the CITY and ER ROOTER, INC has hereunto set its hand the day and year above written.

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, on behalf of

(Name of Company/Individual/Organization/Association/Non-governmental entity)
hereby attest under penalty of perjury that our organization does not use coercion of labor or services, as defined in Fla. Stat. 787.06, in any part of the operation of our organization.

Signature

Date

Print Name

Title – must be an officer or a
Representative of the nongovernmental entity

**STATE OF FLORIDA
COUNTY OF PUTNAM**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization this _____ day of _____, by
_____, to me personally known to be the person described in and
who executed the foregoing instrument, or who produced appropriate identification, and
acknowledged before me the execution of same.

My commission expires:

Notary Public



Attest: City Of Palatka Clerk:

Sunni Krantz, City of Palatka Clerk

City of Palatka Mayor:

Roberta Correa, City of Palatka Mayor

Contractor:

Signature

Company:

Name (print):

Company:

Title:

Approved as to Form And Legal Sufficiency.

By:

Jane West, City of Palatka Attorney

EXHIBIT "A" SCOPE OF WORK

Scope of Work

Description of Work

PART 1 THE WORK AND ITS PERFORMANCE

1.01 CHARACTER OF THE WORK

Unless otherwise expressly provided in the Contract Documents, the Work must be performed in accordance with best modern practice, with materials and workmanship of the highest quality to the satisfaction of the Owner.

1.02 DESCRIPTION OF THE PROJECT

A. The project title is: **CITY OF PALATKA TURF MAINTENANCE**

B. The Work consists of furnishing all labor, equipment, and materials for the following:

construct and permit a complete restroom facility, including all utility terminations at Hank Bryan Park, located at, **450 S 14th St, Palatka, FL 32177**. Any necessary engineering, drawings, permitting, inspections, materials, and equipment rentals to be included

C. The specification divisions and drawings are an integrated part of the contract documents and, as such, will not stand alone if used independently as individual sections, divisions, or drawings sheets. The drawings and specifications establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials and equipment.

PART 2 WORKING HOURS

1.01 GENERAL

Work under this contract shall not be prosecuted on Sundays or on state and/or national holidays, except in time of emergency, and then only under written permission from the Owner who shall be the sole judge as to the urgency of that situation. On weekdays and Saturdays, the workday shall be limited to daylight hours unless the Owner approves in writing of alternate work hours.

Should the Contractor deem it necessary to work on Sundays, holidays, or beyond daylight hours in order to comply with his construction schedule or because of an emergency, the Contractor shall request permission of the Owner. If, in the opinion of the Owner, the need is bona fide, he will authorize the Contractor to work such hours as may be necessary.

1.02 REIMBURSEMENT FEES

The following hourly rates shall be applied as Owner's reimbursement of Engineer's fee to be paid by Contractor for expenses defined in Supplemental Conditions SC-6.02.C, SC- 6.05.A.2.f, SC-6.17.E.2, SC-9.05.B and SC-13.03.A.

- | | |
|-------------------------------|-------|
| A. Project Manager | \$130 |
| B. Construction Administrator | \$100 |
| C. Engineer | \$95 |
| D. Administrative Assistant | \$65 |

PART 3 ABBREVIATIONS

3.01 ORDINANCES, REGULATIONS, STANDARDS, AND CODES

Reference in the specifications to known standards, codes, specifications, etc., promulgated by professional or technical associations, institutions, and societies, is intended to mean the latest edition of each such standard adopted and published as of the date of the Invitation to Bid on this project except where otherwise specifically indicated.

Each such standard referred to shall be considered a part of the specifications to the same extent as if reproduced herein in full. The following is a list of applicable documents that apply to this contract.

American Association of State Highway and Transportation Officials
(AASHTO) formerly (AASHO)

American Concrete Institute (ACI)

American Institute of Steel Construction

(AISC) American Iron and Steel

Institute (AISI) American National

Standards Institute (ANSI) American

Standards Association (ASA)

American Society of Mechanical Engineers

(ASME) American Society of Testing and

Materials (ASTM) American Water Works

Association (AWWA) American Welding

Society (AWS)

Anti-Friction Bearing Manufacturer's Association (AFBMA)

Building Officials and Code Administrators International, Inc.

(BOCA) Construction Specifications Institute (CSI)

Federal Specifications (FS)

Florida Department of Transportation (FDOT) Standard Specifications for
Road and Bridge Construction, Latest English Edition (Standard
Specifications)

Florida Department of Traffic Design Standards Latest English Edition

(FDOT Index) National Bureau of Standards (NBS)

National Electrical Manufacturer's Association

(NEMA) National Fire Protection Association (NFPA)

Portland Cement Association (PCA)

Occupational Safety and Health Act (Public Law 91-596), U.S. Department of Labor (OSHA)

Steel Structures Painting Council (SSPC)

Southern Standards Building Code

(SSBC) Underwriters' Laboratories, Inc.

(UL)

United States of America Standards Institute (USASI)

Regulations of Florida Industrial Commission Regarding

Safety

All local, state, county, or municipal building codes requirements of the Owner's Insurance

END OF SECTION



Bid Opening

Job Title: Invitation to Bid (ITB) NO. 2024-12 Hank Bryan Restroom

Dept. General Services

Date: 6/28/2024 3:03 PM

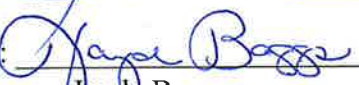
Read by: Jayde Baggs

Recorded by: Kierra Kaymore

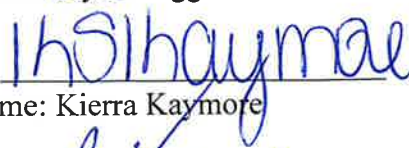
Bidder name/Address	Bid Amount	1 original & 1 digital copy
ER ROOTER 5220 HELM AVE. JACKSONVILLE, FL. 32244	\$73,000	✓
KENT BROS. INC 108 JAX LANE PALATKA FL 32177	\$215,765	✓
ARKEST, LLC 50 N LAURA ST. STE 2500 JACKSONVILLE, FL. 32202	\$166,603.13	✓
C.C. BORDEN CONSTRUCCION. INC 1019 ROSSELLE ST JACKSONVILLE, FL .32204	\$217,383.00	✓

Witness Signature: 

Witness Printed Name: Sunni Krantz

Witness Signature: 

Witness Printed Name: Jayde Baggs

Witness Signature: 

Witness Printed Name: Kierra Kaymore

Witness Signature: 

Witness Printed Name: Joe Verrechio

Submission Requirements

To be considered, bids must include the following information:

1. ☒ Attachment: A - PROPOSER'S CERTIFICATION
2. ☒ Attachment: B – STATEMENT OF VENDOR'S QUALIFICATION
3. ☒ Attachment: C - CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
4. ☒ Attachment: D - CITY OF PALATKA DRUG-FREE WORKPLACE POLICY
5. ☒ Attachment: E – CERTIFICATES AS TO CORPORATE PRINCIPAL (Bid Bond)
6. ☒ Attachment: F – CONTACT INFORMATION AND REFERENCES
7. ☒ Attachment: G – BID PRICING SHEET
 1. ☒ Certificate of Insurance demonstrating general liability, auto, and worker compensation insurance.
 2. ☒ Documentation of workman's compensation coverage.
 3. ☒ No less than two independent references for similar work previously completed.

EL

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Attachment "A"
PROPOSER'S CERTIFICATION

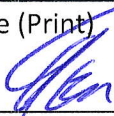
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

The undersigned has read the City of Palatka's **ITB 2024-02**, the other related documents identified in the solicitation, and any Addenda, receipt of all which is hereby acknowledged.

On behalf of our proposal team, we agree to and accept the terms, specific limitations and conditions expressed therein. I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of my team as its act and deed and that the team is ready, willing, and able to perform.

ELIO RODRIGUEZ

Name (Print)



06/28/2024

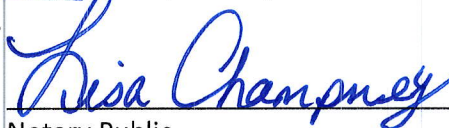
Signature

Date

STATE OF FLORIDA

COUNTY OF DUVAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 26 day of June, 2024, and is personally known to me, or has provided _____ as identification.



Notary Public

My Commission expires: May 3, 27

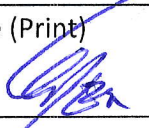


Attachment "B"
STATEMENT OF VENDORS QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in this form is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- Name of Vendor?
- Permanent main office address?
- Date organized?
- How many years have you been engaged in the contracting business under your present firm or tradename?
- Contracts on hand, (Schedule of these contracts, showing amount of each contract and the appropriate anticipated dates of completion.)
- General character of work performed by your company?
- Have you ever failed to complete any work awarded to you? If so, where and why?
- Have you ever defaulted on a contract? If so, where and why?
- List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- List your major equipment currently owned or leased.
- Experience in work similar to this type of project.
- Background and experience of the principal members of your organization, including the officers.
- Credit currently available: \$ 100000.00
- Bank reference: AMERIS BANK
- Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

- The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

ELIO R RODRIGUEZ
Name (Print)

Signature
06/28/2024
Date

STATE OF FLORIDA

COUNTY OF DUVAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 26 day of June, 2024, and is personally known to me, or has provided _____ as identification.




Notary Public
My Commission expires: May 3, 27

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Attachment "C"

PROPOSER'S CERTIFICATION CITY OF PALATKA, FLORIDA SWORN
STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY
CRIMES

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract for (ITB) 2024-12
City of Palatka Restroom Construction, Hank Bryan Park.
2. This sworn statement is submitted by (entity) ER ROOTER INC whose business
address is 5220 HELM AVE, JACKSONVILLE, FL, 32244 and (if applicable) Federal Employer
Identification Number (FEIN) is 464116734 (If a Sole Proprietor and you have
no FEIN, include the last four (4) digits of your Social Security Number: 0030.)
3. My name is and my relationship to the entity named above is ELIO RODRIGUEZ/OWNER
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida
Statutes, means a violation of any state or federal law by a person with respect to and directly
related to the transaction of business with any public entity or with an agency or political
subdivision of any other state or with the United States, including, but not limited to, any
proposal or contract for goods or services to be provided to any public entity or any agency
or political subdivision of any other state or of the United States and involving antitrust, fraud,
theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida
Statutes, means finding of guilt or a conviction of a public entity crime with or without an
adjudication of guilt, in any federal or state trial court of records relating to charges brought
by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or
entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - ii. An entity under the control of any natural person who is active in the management of the
entity and who has been convicted of a public entity crime. The term "affiliate" includes
those officers, directors, executives, partners, shareholders, employees, members, and
agents who are active in the management of an affiliate. The City of Palatka, Florida
ownership by one of shares constituting a controlling income among persons when not
for fair interest in another person, or a pooling of equipment or income among persons
when not for fair market value under a length agreement, shall be a prima facie case that
one person controls another person. A person who was knowingly convicted of a public
entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means
any natural person or entity organized under the laws of the state or of the United States with
the legal power to enter into a binding contract for provision of goods or services let by a
public entity, or which otherwise transacts or applies to transact business with a public entity.

The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

- ☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

ELIO RODRIGUEZ

Name (Print)

Signature

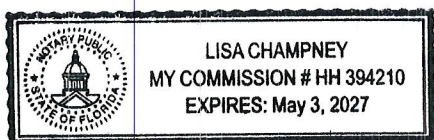
06/28/2024

Date

STATE OF FLORIDA

COUNTY OF DUVAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 26 day of June, 2024, and is personally known to me, or has provided _____ as identification.



Lisa Champney
Notary Public
My Commission expires: May 3, 27

Attachment "D"
CITY OF PALATKA DRUG-FREE WORKPLACE POLICY

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction, require a fine or require satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: ER ROOTER INC
CITY: JACKSONVILLE STATE: FL ZIP CODE: 32244
TELEPHONE NUMBER(S): 9045620671
SIGNATURE: 
NAME (TYPED OR PRINTED): ELIO R RODRIGUEZ TITLE: PRESIDENT
EMAIL: errooter1@gmail.com

Attachment "F"
Contact Sheet and References

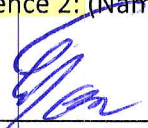
Contractor Name: ER ROOTER INC
Contact Name: ELIO RODRIGUEZ
Contact Phone #: 904-562-0671
Address: 5220 HELM AVE, JACKSONVILLE, FL, 32244

Reference 1: (Name and Phone Number)

David O'Donnell, Housing Services Manager
City of Jacksonville | Neighborhoods Department
Office: (904) 255-8208
Email: Dodonnell@coj.net

Reference 2: (Name and Phone Number)

Tony Stimac, PMP Program Manager,
Facilities Clay County Board of Commissioners
Anthony.stimac@claycountygov.com
Office: 904-541-5885



Authorized Contractor's Representative Signature

Date: 06/28/2024

Signature indicates the proposal has a full understanding of the work as described in this Request for Proposal and the intent to complete the work as directed by the City of Palatka.

This area left blank intentionally.

Attachment "G"
Public Construction Bond

Bond No. _____

BY THIS BOND, We ER ROOTER INC, as Principal and U S FIRE INSURANCE COMPANY, a corporation, as Surety, are bound to PALATKA CITY, herein called Owner, in the sum of \$ 73000 00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, _____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON 06/28/2024, 2024.

ER ROOTER INC _____ (Name of Principal)

By: _____ (As Attorney in Fact)

UNITED STATE FIRE INSURANCE COMPANY

(Name of Surety)

Attachment "H"
BID PRICING SHEET & SPECIFICATIONS

ITB 2024-XX PRICE SHEET				
Primary Items				
Item No.	Qty	Unit	Description	Unit Price
1	1	LS	Construction cost with a guaranteed maximum expense.	\$ 73000.00
Total Proposed Cost				
SEVENTY THREE THOUSAND				

*Please fill all blank cells in the table above.

*Provide any exceptions taken to the specifications in a letter format on company letterhead.

*Re-check your quotations prior to submission. Bids may not be changed after being opened.

Specifications:
<u>NOTE 1:</u>
ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS IN THIS SOLICITATION. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.
<u>NOTE 4:</u>
WHERE APPLICABLE CONTRACTOR SHALL REQUEST AND VERIFY ALL UTILITIES LOCATES WITHIN PROPOSED AREAS OF WORK PRIOR TO THE START OF CONSTRUCTION.

Attachment "I" to ITB 2024-XX
Scrutinized Companies E-Verify Annual Budget and TRIM Approval
Process

1. Scrutinized Companies

- a. In executing this Exhibit, Provider certifies that it is not listed on the Scrutinized Companies that Boycott Israel List nor is Provider engaged in a boycott of Israel (as defined in 215.4725, F.S.). Provider agrees, pursuant to section 287.135, F.S. that the Council may immediately terminate this Agreement for cause if the Provider is found to have submitted a false certification or is placed on the Scrutinized Companies that Boycott Israel List, or is found to be engaged in a boycott of Israel during the term of the Agreement.

2. E-Verify

Provider and any subcontractors used to carry out the duties and responsibilities in this contract, must register with and use the E-Verify system (E-Verify.gov) to verify the work authorization for newly hired employees within 3 business days of hire. In the event the E-Verify system is unavailable, Providers and subcontractors will comply with 448.095(2)(c). If applicable, Provider must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States.

3. Annual Budget and TRIM Approval Process

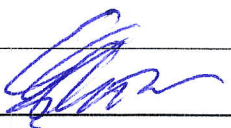
Provider acknowledges that funding for this agreement beyond September 30th, is subject to the City's annual budget and TRIM approval process, as applicable.

Vendor ER ROOTER INC

By:

Name: ELIO RODRIGUEZ

Title: PRESIDENT



*By signing this Electronic Signature Acknowledgement Form, I agree that my electronic signature is the legally binding equivalent to my handwritten signature. Whenever I execute an electronic signature, it has the same validity and meaning as my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding.

ADOPT RESOLUTION 2024-R-151 authorizing a \$13,442 budget amendment for FY 2023-2024 for Golf Course Contract Capital Improvement Projects

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request authorization of a FY 23-24 budget amendment for Golf Course Contract Capital Improvement projects in the amount of \$13,442 .

BACKGROUND

\$25,000 was budgeted in 2023-2024 for contractual services for the golf course capital improvement projects.

PROJECT ANALYSIS

Contractual services are over budget by \$13,442 due to unforeseen irrigation expenses. Budget amendment is required to recognize and appropriate the revenue and expenditures.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-151
----	------------

RESOLUTION NO. 2024-R-151

**A RESOLUTION OF THE CITY OF PALATKA, AMENDING
THE FY 2023-24 BUDGET TO FUND THE GOLF COURSE
CONTRACT CAPITAL IMPROVEMENT PROJECTS; AND
PROVIDING FOR SCRIVENER’S ERRORS**

WHEREAS, \$25,000 was budgeted in 2023-2024 for contractual services for the golf course capital improvement projects; and

WHEREAS, contractual services are over budget by \$13,442 due to unforeseen expenses; and

WHEREAS, a budget amendment is required to recognize and appropriate the revenue and expenditures.

WHEREAS, the City of Palatka deems it reasonable and necessary to amend the FY 2023-2024 budget to fund the Golf Course Contract Capital Improvement Projects; and

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

- 1. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which of not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.
- 2. That the revenues of the FY 23-24 budget is amended as follows:

GL Line	Description	Last Approved	Recommended Amendments	As Amended
042-00-369-9-1004	Profit Sharing Franchise Agreement	\$48,000.00	\$13,442.00	\$61,442.00

- 3. That the expenditures of the FY 23-24 budget is amended as follows:

GL Line	Description	Last Approved	Recommended Amendments	As Amended
042-24-572-6-6450	Golf contract capital improvements	25,000.00	\$13,442.00	\$38,442.00

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 8th day of August 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

ADOPT RESOLUTION 2024-R-159 granting a special events permit to the Community Affairs Department for Riverfront Trivia Night to be held August 30, 2024
Granting permission to exceed allowable noise levels and setting permits and other fees.

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The Community Affairs Department is requesting road closures, amplified music and alcohol permits.

BACKGROUND

The event will include trivia games, amplified music, and food trucks.

PROJECT ANALYSIS

The special events team met and agreed upon request, the Community Affairs Department will present to the Commissioners for approval.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-159
2.	Trivia Night Aug 2024

RESOLUTION NO. 2024-R-159

**ARESOLUTION OF THE CITY OF PALATKA, GRANTING
A SPECIAL EVENTS PERMIT TO THE COMMUNITY
AFFAIRS DEPARTMENT FOR RIVER FRONT TRIVIA
NIGHT; SETTING FORTH THE PROVISIONS OF THE
PERMIT; GRANTING PERMISSION FOR ROAD
CLOSURESAND AMPLIFIED SOUND; AND PROVIDING
FOR SCRIVENER’S ERRORS**

WHEREAS, the Community Affairs Department has applied to the City of Palatka for a special event permit for Riverfront Trivia Night; and

WHEREAS, the City of Palatka’s Special Events Committee has met to review the submitted application to assess any additional services necessary for the special event to provide public safety and/or assistance for the function; and

WHEREAS, the Palatka City Commission finds that the approval of the Special Events Permit, as stipulated and described herein, is in the best interest of the event organizers, the City of Palatka and its citizens.

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

Section 1: A Special Events Permit for River Front Trivia Night is hereby granted to The Community Affairs Department with the following provisions and stipulations:

- a.** A Class “C” Special Events Permit is hereby granted for the event to be held on the following date: 08/29/2024 during the hours provided on the application.
- b.** Amplified sound is permitted during the hours provided on the application.
- c.** Road closures Memorial from Reid St. to St Johns Ave. on the date and time as noted on the Permit Application.

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 8th day of August 2024.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



Date Received: 7/23/24

Permit Classification: Class C

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Jessica Cruz
Address: 1900 Napoleon St. Email: Jcruz@palatka-fl.gov
Palatka, FL 32177 Phone: 386-213-9845
2. Secondary Contact: Courtney James
Address: 1900 Napoleon St. Email: CJames@palatka-fl.gov
Palatka, FL 32177 Phone: 386-916-5916
3. Event Sponsor/Organization: City of Palatka
Attach a certificate of Tax Exemption if applicable.
4. Name of Event: Riverfront Trivia Night
5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):
first time event. trivia/games
music & food trucks
6. Event Location (911 Address): _____
7. Road Closures: ex. St. Johns Avenue from First Street to Second Street
memorial from Leid to St. Johns
____ from _____ to _____
____ from _____ to _____
____ from _____ to _____
____ from _____ to _____
____ from _____ to _____
____ from _____ to _____
____ from _____ to _____
____ from _____ to _____

8. Onsite representatives during the event:

Name: Jessica CRUZ

Cell Phone: 386-213-9845

Name: Courtney James

Cell Phone: 386-916-___

9. Please fill in below for each day within the event.

Date(s) of Event: Hours: Amplified Sound: Alcohol: Attendance

Setup:

8/29/24 3 to 4 pm to pm 6 to 10 pm to pm

Event:

<u>8/29/24</u>	<u>6</u> to <u>10</u>	<u>pm</u> to <u>pm</u>	<u>___</u> to <u>___</u>	<u>___</u> to <u>___</u>	<u>___</u>
<u>___/___/___</u>	<u>___</u> to <u>___</u>	<u>___</u> to <u>___</u>	<u>___</u> to <u>___</u>	<u>___</u> to <u>___</u>	<u>___</u>
<u>___/___/___</u>	<u>___</u> to <u>___</u>	<u>___</u> to <u>___</u>	<u>___</u> to <u>___</u>	<u>___</u> to <u>___</u>	<u>___</u>
<u>___/___/___</u>	<u>___</u> to <u>___</u>	<u>___</u> to <u>___</u>	<u>___</u> to <u>___</u>	<u>___</u> to <u>___</u>	<u>___</u>
<u>___/___/___</u>	<u>___</u> to <u>___</u>	<u>___</u> to <u>___</u>	<u>___</u> to <u>___</u>	<u>___</u> to <u>___</u>	<u>___</u>
<u>___/___/___</u>	<u>___</u> to <u>___</u>	<u>___</u> to <u>___</u>	<u>___</u> to <u>___</u>	<u>___</u> to <u>___</u>	<u>___</u>
<u>___/___/___</u>	<u>___</u> to <u>___</u>	<u>___</u> to <u>___</u>	<u>___</u> to <u>___</u>	<u>___</u> to <u>___</u>	<u>___</u>

Breakdown:

8/29/24 10 to 10:30 pm to pm ___ to ___ ___ to ___

10. Basis of estimated peak attendance (i.e. tickets sold, historical attendance, etc.)

11. Number and type of auxiliary vehicles/ equipment:

0 Watercraft 0 Aircraft 0 Utility Vehicles/Golf Carts 0 Other: _____

12. Any special effects or pyrotechnics (i.e. explosives, hazardous materials, discharging weapons, incendiary devices)? If yes, please describe and list contractor contact information.

None

Include date and time:

___/___/___ ___ to ___ ___ to ___

13. Will transport vehicles be utilized? If so, please describe.

NO

14. Number of staff/ volunteer: _____ Uniform identification: _____

REQUIRED ATTACHMENTS

- ☒ Site Plan (see checklist)
 - Parking
 - Number and location of food vendors
 - Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands
 - Street Closures/Barricades/Detours
 - Garbage Containers
 - Parade/Marching Route
 - Event Headquarters
 - Number and location of temporary signs/banners
 - Sound system(s) location
 - Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.
 - Main emergency vehicle access to site
 - Location of security and emergency vehicle parking on site
 - Carnival location (if any)
 - Number/location of portable toilets
- ☐ Tentative Schedule of Events
- ☐ 501(C) (3) Certificate of Exemption # _____
- ☐ Nonprofit articles of incorporation, charter and mission statement
- ☐ Consent letter (event property): property owners on which special event location is held if not city owned
- ☐ Fire resistive rating certificates (tents, fabrics, etc.)
- ☐ Example of special event vendor permits provided
- ☐ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
 - List certificates required: _____
- ☐ Alcohol liability certificate of insurance- city as "additional insured"
- ☐ Alcohol license (copy)
- ☐ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

All Special Event Application submittals must include deposit fee before dates can be secured. Submission of a Special Event Application **does not** guarantee authorization for the event in question. Each application will require review by the Special Event Review Committee, where specific requirements, conditions and/or modifications, and additional fees (security, waste, etc.) may be applied.

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

- ☐ **CLASS A:** \$300.00 per day (attendance: 1,001 and up per day) **Permit Filing Deadline: 60 days prior to event**
- ☐ **CLASS B:** \$100.00 per day (attendance: 101 - 1,000 per day) **Permit Filing Deadline: 60 days prior to event**
- ☒ **CLASS C:** \$50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) **Permit Filing Deadline: 30 days prior to event**

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

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required** to contact the City of Palatka Cultural Resources Department office at 386-326-2704 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

Sec. 50-222. Indemnification/insurance; liquor liability insurance.

- (a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
 - (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
 - (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.
- (b) At least seven days prior to the first day of any special event, the applicant shall furnish to the special events coordinator proof of liability insurance protection, in an amount of not less than \$1,000,000.00 per person for bodily injury or death, \$2,000,000.00 per occurrence for bodily injury or death and \$500,000.00 per occurrence for property damage, naming the city as "additional insured".
- (c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of \$500,000.00 which shall name the city as additional insured.

(d) Nothing in this section shall be construed to effect in any way the city's rights, privileges and immunities as set forth in F.S. § 768.28.

(Ord. No. 10-34, I(Exh. 1), 12-9-2010)

The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the City of Palatka for:

- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages, or cause of actions for any personal injury, loss of life, or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee, and/or any other persons.

CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.

Signature of Applicant

Date

State of _____ County of _____

The foregoing application is acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

Signature of Notary Public, State of _____

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

Date

Special Events Vendor Requirements

1. A 12 foot clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles. Assure there is at least a 12 foot clearance for emergency vehicles to be able to pass. All streets must remain open at all times. Make sure an apparatus can have a straight path and not have to zig zag around tents. Barricades can be used to close traffic, but no permanent blockages such as tents, vehicles, concession trailers, pools, etc.
2. Temporary vendor tents and/or canopies of 200 square feet or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guide ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap. Protect from injuries by making sure there is some highly visible tape or protection cover over tent stakes.
3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFIC protected. NFPA 70. Make sure all cord connections are off the ground and protected by GFCI. If they have a cord or hose crossing a sidewalk, they need to tape it down or cover with a carpet to prevent trip hazards. If possible, run the cord overhead.
4. A 44" accessible clear path maintained on all city sidewalks. FBC Ch.11. Sometimes vendors pile boxes behind their tent. Make sure the public has at least a 44" clear path on the sidewalks.
5. Generators will be located to the rear of a vendor space, have a fire extinguisher, and be sound deadened. Make sure the generator has a muffler and well away from public and combustibles. Must have extinguisher. Make sure the gas can is stored in a safe place away from an ignition source.

Food Vendors

1. All food vendors must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company (Tag showing inspection within 1 year of event date). Same as a regular inspection tag check.
2. Vendors deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company. In addition to the ABC, they must have a K class. No K, no frying.
3. Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1. Check fire retardant label on the tent and on the side curtains.
4. Concession trailers that are cooking food that produces grease laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96. If they want to cook meats inside a concession trailer, they must have a hood and suppression system. No exceptions.
5. The Department of Business and Professional Regulation will inspect all vendors prior to opening for business. Event staff will coordinate the overall inspection time.

Exceptions:

- a. Non-profit organizations. The vendor must have a State of Florida Tax Exemptions Certificate, issued in the name of the vendor on site.
- b. Vendors selling food items not prepared on site, i.e. pre-packaged. The exceptions a. and b. are only for state inspectors. All vendors must comply with the city's special event requirements.

Vendor RV Camping

1. Temporary camping with motor homes, 5th wheels, and travel trailers is permitted in coordination with the event staff. No tent camping is allowed.
2. Under NO circumstances will any gray or black water be dumped, except into a proper disposal facility (At this time, the City of Palatka does not have a disposal facility within the city). Unauthorized dumping will be met with stiff penalties and expulsion from the event.
3. Parking of RV campers will insure that no driveway, street, or parking lot is blocked or obstructing traffic.
4. Campers will be locked when not occupied.
5. Permission to connect to utilities will only be authorized by event staff.
6. A placard issued by the event staff will identify vendor RVs.

City of Palatka
Indemnification & Hold Harmless Agreement

The BUSINESS and/or INDIVIDUAL agrees to indemnify and hold the City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the CITY and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL expressly assume full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of facilities pursuant to this agreement, and agrees to pay the CITY for all damages caused to the facilities resulting from the user's activities hereunder.

The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledge that the CITY has no duty to and will not provide supervision during the activity.

[Signature]
Signature of Applicant

St. Johns River Center
Name of Facility being used

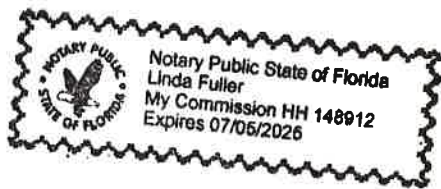
Jessica Cruz
Print Name of Applicant

7/26/24
Date of Use

State of Florida County of Putnam

The foregoing application is acknowledged before me this 26 day of July, 2024, by Jessica Cruz, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



[Signature]
Signature of Notary Public, State of Florida

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Jessica Cruz, on behalf of

City of Palatka

(Name of Company/Individual/Organization/Association/Non-governmental entity)

hereby attest under penalty of perjury that our organization does not use coercion of labor or services, as defined in Fla. Stat. 787.06, in any part of the operation of our organization.

[Signature]

Signature

7/26/24

Date

Jessica Cruz

Print Name

admin. asst II

Title – must be an officer or a

Representative of the nongovernmental entity

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of July, by _____, to me personally known to be the person described in and who executed the foregoing instrument, or who produced appropriate identification, and acknowledged before me the execution of same.

[Signature]

Notary Public

My commission expires:



**ADOPT RESOLUTION 2024-R-163 granting a special events permit to the Community Affairs Department for Reggae theme Night to be held on August 23, 2024.
Granting permission to exceed allowable noise levels and setting permit and other fees.**

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Community Affairs Department is requesting road closures, amplified music, and alcohol permit.

BACKGROUND

The event calls for amplified music, food trucks and River Center rooftop access.

PROJECT ANALYSIS

Special Events team met and agreed upon request and will submit to the Commissioners for approval.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-163
2.	Reggae Night Aug 2024

RESOLUTION NO. 2024-R-163

**A RESOLUTION OF THE CITY OF PALATKA, GRANTING
A SPECIAL EVENTS PERMIT TO THE COMMUNITY
AFFAIRS DEPARTMENT FOR REGGAE THEME NIGHT;
SETTING FORTH THE PROVISIONS OF THE PERMIT;
GRANTING PERMISSION FOR ROAD CLOSURES AND
AMPLIFIED SOUND; AND PROVIDING FOR
SCRIVENER’S ERRORS**

WHEREAS, the Community Affairs Department has made an application to the City of Palatka for a special event permit for Reggae Theme Night; and

WHEREAS, the City of Palatka’s Special Events Committee has met to review the submitted application to assess any additional services necessary for the Special event to provide public safety and/or assistance for the function; and

WHEREAS, the Palatka City Commission finds that the approval of the Special Events Permit, as stipulated and described herein, is in the best interest of the event organizers, the City of Palatka and its citizens.

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

Section 1: A Special Events Permit for Reggae theme Night is hereby granted to the Community Affairs Department with the following provisions and stipulations:

- a.** A Class “C” Special Events Permit is hereby granted for the event to be held on the following date: 08/23/2024 during the hours provided on the application.
- b.** Amplified sound is allowed during the hours provided on the application.
- c.** Road closures Memorial from Reid St to St Johns Ave on the date and time as noted on the Permit Application.

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 8th day of August 2024.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Jessica Cruz
Address: 1900 Napoleon St
Palatka, FL 32177 Email: JCruz@palatka-fl.gov
Phone: 386-213-9845
2. Secondary Contact: Courtney James
Address: 1900 Napoleon St
Palatka, FL 32177 Email: CJames@palatka-fl.gov
Phone: 386-914-5916
3. Event Sponsor/Organization: City of Palatka
Attach a certificate of Tax Exemption if applicable.
4. Name of Event: Reggae on the rooftop
5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):
live music speaker for music
food truck
6. Event Location (911 Address): 102 N. 1st Palatka, FL 32177
7. Road Closures: ex. St. Johns Avenue from First Street to Second Street
memorial from Reid St to St. Johns

8. Onsite representatives during the event:

Name: Jessica Cruz

Cell Phone: 386-213-9845

Name: Courtney James

Cell Phone: 386-916-5916

9. Please fill in below for each day within the event.

Date(s) of Event: Hours: Amplified Sound: Alcohol: Attendance

Setup:

8/10/24 3pm to 4pm 6 to 10 am to pm to

Event:

<u>8/10/24</u>	<u>6</u>	to	<u>10</u>	<u>pm</u>	<u> </u>	to	<u> </u>	<u> </u>	to	<u> </u>	<u> </u>
<u> / / </u>	<u> </u>	to	<u> </u>	<u> </u>	<u> </u>	to	<u> </u>	<u> </u>	to	<u> </u>	<u> </u>
<u> / / </u>	<u> </u>	to	<u> </u>	<u> </u>	<u> </u>	to	<u> </u>	<u> </u>	to	<u> </u>	<u> </u>
<u> / / </u>	<u> </u>	to	<u> </u>	<u> </u>	<u> </u>	to	<u> </u>	<u> </u>	to	<u> </u>	<u> </u>
<u> / / </u>	<u> </u>	to	<u> </u>	<u> </u>	<u> </u>	to	<u> </u>	<u> </u>	to	<u> </u>	<u> </u>
<u> / / </u>	<u> </u>	to	<u> </u>	<u> </u>	<u> </u>	to	<u> </u>	<u> </u>	to	<u> </u>	<u> </u>
<u> / / </u>	<u> </u>	to	<u> </u>	<u> </u>	<u> </u>	to	<u> </u>	<u> </u>	to	<u> </u>	<u> </u>

Breakdown:

8/23/24 10 to 10:30 pm to pm to to

10. Basis of estimated peak attendance (i.e. tickets sold, historical attendance, etc.)

11. Number and type of auxiliary vehicles/ equipment:

0 Watercraft 0 Aircraft 0 Utility Vehicles/Golf Carts 0 Other: _____

12. Any special effects or pyrotechnics (i.e. explosives, hazardous materials, discharging weapons, incendiary devices)? If yes, please describe and list contractor contact information.

NONE

Include date and time:

 / / to to

13. Will transport vehicles be utilized? If so, please describe.

NO

14. Number of staff/ volunteer: 2

Uniform identification: _____

REQUIRED ATTACHMENTS

- ☒ Site Plan (see checklist)
 - Parking
 - Number and location of food vendors
 - Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands
 - Street Closures/Barricades/Detours
 - Garbage Containers
 - Parade/Marching Route
 - Event Headquarters
 - Number and location of temporary signs/banners
 - Sound system(s) location
 - Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.
 - Main emergency vehicle access to site
 - Location of security and emergency vehicle parking on site
 - Carnival location (if any)
 - Number/location of portable toilets
- ☐ Tentative Schedule of Events
- ☐ 501(C) (3) Certificate of Exemption # _____
- ☐ Nonprofit articles of incorporation, charter and mission statement
- ☐ Consent letter (event property): property owners on which special event location is held if not city owned
- ☐ Fire resistive rating certificates (tents, fabrics, etc.)
- ☐ Example of special event vendor permits provided
- ☐ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
List certificates required: _____
- ☐ Alcohol liability certificate of insurance- city as "additional insured"
- ☐ Alcohol license (copy)
- ☐ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

All Special Event Application submittals must include deposit fee before dates can be secured. Submission of a Special Event Application **does not** guarantee authorization for the event in question. Each application will require review by the Special Event Review Committee, where specific requirements, conditions and/or modifications, and additional fees (security, waste, etc.) may be applied.

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

- ☐ **CLASS A:** \$300.00 per day (attendance: 1,001 and up per day) **Permit Filing Deadline: 60 days prior to event**
- ☒ **CLASS B:** \$100.00 per day (attendance: 101 - 1,000 per day) **Permit Filing Deadline: 60 days prior to event**
- ☒ **CLASS C:** \$50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) **Permit Filing Deadline: 30 days prior to event**

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

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required** to contact the City of Palatka Cultural Resources Department office at 386-326-2704 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

Sec. 50-222. Indemnification/insurance; liquor liability insurance.

- (a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
 - (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
 - (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.
- (b) At least seven days prior to the first day of any special event, the applicant shall furnish to the special events coordinator proof of liability insurance protection, in an amount of not less than \$1,000,000.00 per person for bodily injury or death, \$2,000,000.00 per occurrence for bodily injury or death and \$500,000.00 per occurrence for property damage, naming the city as "additional insured".
- (c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of \$500,000.00 which shall name the city as additional insured.

(d) Nothing in this section shall be construed to effect in any way the city's rights, privileges and immunities as set forth in F.S. § 768.28.

(Ord. No. 10-34, I(Exh. 1), 12-9-2010)

The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the City of Palatka for:

- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages, or cause of actions for any personal injury, loss of life, or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee, and/or any other persons.

CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.

Signature of Applicant

Date

State of _____ County of _____

The foregoing application is acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

Signature of Notary Public, State of _____

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

Date

Special Events Vendor Requirements

1. A 12 foot clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles. Assure there is at least a 12 foot clearance for emergency vehicles to be able to pass. All streets must remain open at all times. Make sure an apparatus can have a straight path and not have to zig zag around tents. Barricades can be used to close traffic, but no permanent blockages such as tents, vehicles, concession trailers, pools, etc.
2. Temporary vendor tents and/or canopies of 200 square feet or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guide ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap. Protect from injuries by making sure there is some highly visible tape or protection cover over tent stakes.
3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFIC protected. NFPA 70. Make sure all cord connections are off the ground and protected by GFCI. If they have a cord or hose crossing a sidewalk, they need to tape it down or cover with a carpet to prevent trip hazards. If possible, run the cord overhead.
4. A 44" accessible clear path maintained on all city sidewalks. FBC Ch.11. Sometimes vendors pile boxes behind their tent. Make sure the public has at least a 44" clear path on the sidewalks.
5. Generators will be located to the rear of a vendor space, have a fire extinguisher, and be sound deadened. Make sure the generator has a muffler and well away from public and combustibles. Must have extinguisher. Make sure the gas can is stored in a safe place away from an ignition source.

Food Vendors

1. All food vendors must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company (Tag showing inspection within 1 year of event date). Same as a regular inspection tag check.
2. Vendors deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company. In addition to the ABC, they must have a K class. No K, no frying.
3. Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1. Check fire retardant label on the tent and on the side curtains.
4. Concession trailers that are cooking food that produces grease laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96. If they want to cook meats inside a concession trailer, they must have a hood and suppression system. No exceptions.
5. The Department of Business and Professional Regulation will inspect all vendors prior to opening for business. Event staff will coordinate the overall inspection time.

Exceptions:

- a. Non-profit organizations. The vendor must have a State of Florida Tax Exemptions Certificate, issued in the name of the vendor on site.
- b. Vendors selling food items not prepared on site, i.e. pre-packaged. The exceptions a. and b. are only for state inspectors. All vendors must comply with the city's special event requirements.

Vendor RV Camping

1. Temporary camping with motor homes, 5th wheels, and travel trailers is permitted in coordination with the event staff. No tent camping is allowed.
2. Under NO circumstances will any gray or black water be dumped, except into a proper disposal facility (At this time, the City of Palatka does not have a disposal facility within the city). Unauthorized dumping will be met with stiff penalties and expulsion from the event.
3. Parking of RV campers will insure that no driveway, street, or parking lot is blocked or obstructing traffic.
4. Campers will be locked when not occupied.
5. Permission to connect to utilities will only be authorized by event staff.
6. A placard issued by the event staff will identify vendor RVs.

City of Palatka
Indemnification & Hold Harmless Agreement

The BUSINESS and/or INDIVIDUAL agrees to indemnify and hold the City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the CITY and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL expressly assume full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of facilities pursuant to this agreement, and agrees to pay the CITY for all damages caused to the facilities resulting from the user's activities hereunder.

The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledge that the CITY has no duty to and will not provide supervision during the activity.

[Signature]
Signature of Applicant

87 Johns River Center
Name of Facility being used

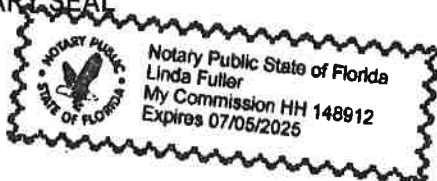
Jessica Cruz
Print Name of Applicant

7/26/24
Date of Use

State of Florida County of Putnam

The foregoing application is acknowledged before me this 26th day of July, 2024, by Jessica Cruz, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



[Signature]
Signature of Notary Public, State of FL

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Jessica Cruz, on behalf of
City of Palatka

(Name of Company/Individual/Organization/Association/Non-governmental entity)

hereby attest under penalty of perjury that our organization does not use coercion of labor or services, as defined in Fla. Stat. 787.06, in any part of the operation of our organization.

[Signature]
Signature

7/26/24
Date

Jessica Cruz
Print Name

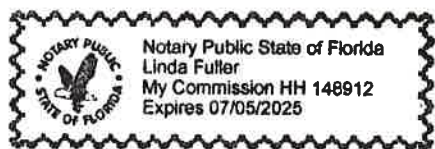
admin asst. II
Title – must be an officer or a
Representative of the nongovernmental entity

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of July, by Jessica Cruz, to me personally known to be the person described in and who executed the foregoing instrument, or who produced appropriate identification, and acknowledged before me the execution of same.

[Signature]
Notary Public

My commission expires:



ADOPT RESOLUTION 2024-R-161 granting a special events permit to Main Street Palatka for the Datil Fest: Datil Pepper Culinary celebration to be held October 28, 2024.

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Main Street is requesting road closures, amplified music and alcohol permits.

BACKGROUND

The event will include music, food trucks, a datril pepper contest and competitions, datril pepper tapas taste test, a beer tent, and vendors.

PROJECT ANALYSIS

Special events team met and agreed upon request. The Community Affairs Department will present to the Commissioners for approval/granting permission to exceed allowable noise levels, road closures, alcohol and setting permit and other fees.

Staff Recommendation

ADOPT RESOLUTION

ATTACHMENTS

1.	2024-R-161
2.	Datil Fest Oct 2024

RESOLUTION NO. 2024-R-161

**A RESOLUTION OF THE CITY OF PALATKA, GRANTING
A SPECIAL EVENTS PERMIT TO MAIN STREET
PALATKA; SETTING FORTH THE PROVISIONS OF THE
PERMIT; GRANTING PERMISSION FOR ROAD
CLOSURES AND AMPLIFIED SOUND ; PROVIDING FOR
SCRIVENER’S ERRORS**

WHEREAS, Main Street Palatka has made an application to the City of Palatka for a special event permit for Datil Fest: A Datil Pepper Culinary Celebration.

WHEREAS, the City of Palatka’s Special Events Committee has met to review the submitted application to assess any additional services necessary for the Special event to provide public safety and/or assistance for the function; and

WHEREAS, the Palatka City Commission finds that the approval of the Special Events Permit, as stipulated and described herein, is in the best interest of the event organizers, the City of Palatka and its citizens.

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

Section 1: A Special Events Permit for Datil Fest: A Datil Pepper Culinary Celebration is hereby granted to Main Street Palatka with the following provisions and stipulations:

- a.** A Class “B” Special Events Permit is hereby granted for the event to be held on the following date: 10/26/2024 during the hours provided on the application.
- b.** **Amplified sound shall be permitted on the dates and times provided on the application.**
- c.** **Permission is granted for road closures of St. Johns Avenue from Memorial Parkway to the 300 block of St. Johns Avenue; 2nd Street from St. Johns Avenue to Memorial Parkway, and Memorial Parkway from U.S. 17 to 2nd Street. on the date and time as noted on the Permit Application.**

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 8TH day of August 2024.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



Date Received: _____

Permit Classification: _____

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Shelly Bingham (Executive Director for Main Street Palatka)

Address: 108 S. Second Street
Palatka, FL 32177

Email: mainstreetpalatka@gmail.com
Phone: 904-540-5998

2. Secondary Contact: Troy Main

Address: 138 George Main Dr
Pomona Park FL

Email: troy@minorcanmayhem.com
Phone: 407-739-0593

3. Event Sponsor/Organization: Main Street Palatka (subsidiary of Community Development Coalition Corp)
Attach a certificate of Tax Exemption if applicable.

4. Name of Event: Datil Fest: A Datil Pepper Culinary Celebration

5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts

displays, still motion picture production, etc.):

Music on the Riverfront stage

Food Trucks

Datil Pepper contest and competitions

Datil Pepper Tapas Taste Test

Beer Tent

Vendors

6. Event Location (911 Address): St. Johns Ave

7. Road Closures: ex. St. Johns Avenue from First Street to Second Street

St. Johns Ave from Memorial Hwy to 300 Block

S. 2nd St. from St. Johns to Memorial Hwy

Memorial Hwy from Hwy 17 to 2nd St

_____ from _____ to _____

_____ from _____ to _____

_____ from _____ to _____

_____ from _____ to _____

_____ from _____ to _____

_____ from _____ to _____

8. Onsite representatives during the event:

Name: Shelly Bingham

Cell Phone: 904-540-5998

Name: Troy Main

Cell Phone: 407-739-0593

9. Please fill in below for each day within the event.

Date(s) of Event: Hours: Amplified Sound: Alcohol: Attendance

Setup:

10/26/24 6:00 AM to - 11 AM to 9 PM 11 AM to 8 PM

Event:

10/26/24 9 AM to 9 PM 11 AM to 9 PM 11 AM to 8 PM _____

_____/_____/_____ :__ to __: :__ to __: :__ to __: _____

_____/_____/_____ :__ to __: :__ to __: :__ to __: _____

_____/_____/_____ :__ to __: :__ to __: :__ to __: _____

_____/_____/_____ :__ to __: :__ to __: :__ to __: _____

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Breakdown:

10/26/24 6 PM to 8 PM 9 PM to 10 PM 8 PM to 9 PM

10. Basis of estimated peak attendance (i.e. tickets sold, historical attendance, etc.)

1,000 - 5,000

11. Number and type of auxiliary vehicles/ equipment:

____ Watercraft ____ Aircraft X Utility Vehicles/Golf Carts ____ Other: _____

12. Any special effects or pyrotechnics (i.e. explosives, hazardous materials, discharging weapons, incendiary devices)? If yes, please describe and list contractor contact information.

N/A

Include date and time:

____/____/____ :__ to __: :__ to __:

13. Will transport vehicles be utilized? If so, please describe.

N/A

14. Number of staff/ volunteer: 15

Uniform identification: Datil Fest T-Shirts

REQUIRED ATTACHMENTS

☒ Site Plan (see checklist)

Attached

Parking
Number and location of food vendors
Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands
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☒ Tentative Schedule of Events

- ☐ 501(C) (3) Certificate of Exemption # _____
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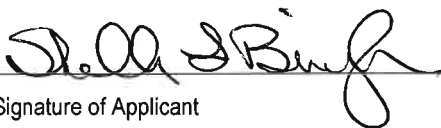
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Signature of Applicant

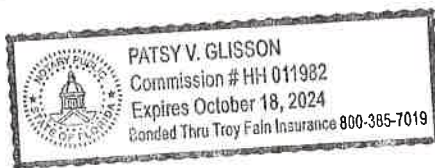
7-26-2024

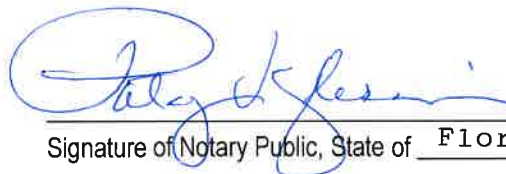
Date

State of Florida County of Putnam

The foregoing application is acknowledged before me this 26th day of July, 2024, by Shelly L. Bingham, who is personally known to me, or who has/have produced personally known as identification.

NOTARY SEAL





Signature of Notary Public, State of Florida

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

Date



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8015469641C-9	09/30/2020	09/30/2025	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

COMMUNITY DEVELOPMENT COALITION
CORPORATION
8237 BAY TREE LN
JACKSONVILLE FL 32256-3613

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Special Events Vendor Requirements

1. A 12 foot clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles. Assure there is at least a 12 foot clearance for emergency vehicles to be able to pass. All streets must remain open at all times. Make sure an apparatus can have a straight path and not have to zig zag around tents. Barricades can be used to close traffic, but no permanent blockages such as tents, vehicles, concession trailers, pools, etc.
2. Temporary vendor tents and/or canopies of 200 square feet or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guide ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap. Protect from injuries by making sure there is some highly visible tape or protection cover over tent stakes.
3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFIC protected. NFPA 70. Make sure all cord connections are off the ground and protected by GFCI. If they have a cord or hose crossing a sidewalk, they need to tape it down or cover with a carpet to prevent trip hazards. If possible, run the cord overhead.
4. A 44" accessible clear path maintained on all city sidewalks. FBC Ch.11. Sometimes vendors pile boxes behind their tent. Make sure the public has at least a 44" clear path on the sidewalks.
5. Generators will be located to the rear of a vendor space, have a fire extinguisher, and be sound deadened. Make sure the generator has a muffler and well away from public and combustibles. Must have extinguisher. Make sure the gas can is stored in a safe place away from an ignition source.

Food Vendors

1. All food vendors must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company (Tag showing inspection within 1 year of event date). Same as a regular inspection tag check.
2. Vendors deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company. In addition to the ABC, they must have a K class. No K, no frying.
3. Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1. Check fire retardant label on the tent and on the side curtains.
4. Concession trailers that are cooking food that produces grease laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96. If they want to cook meats inside a concession trailer, they must have a hood and suppression system. No exceptions.
5. The Department of Business and Professional Regulation will inspect all vendors prior to opening for business. Event staff will coordinate the overall inspection time.

Exceptions:

- a. Non-profit organizations. The vendor must have a State of Florida Tax Exemptions Certificate, issued in the name of the vendor on site.
- b. Vendors selling food items not prepared on site, i.e. pre-packaged. The exceptions a. and b. are only for state inspectors. All vendors must comply with the city's special event requirements.

Vendor RV Camping

1. Temporary camping with motor homes, 5th wheels, and travel trailers is permitted in coordination with the event staff. No tent camping is allowed.
2. Under NO circumstances will any gray or black water be dumped, except into a proper disposal facility (At this time, the City of Palatka does not have a disposal facility within the city). Unauthorized dumping will be met with stiff penalties and expulsion from the event.
3. Parking of RV campers will insure that no driveway, street, or parking lot is blocked or obstructing traffic.
4. Campers will be locked when not occupied.
5. Permission to connect to utilities will only be authorized by event staff.
6. A placard issued by the event staff will identify vender RVs.

The BUSINESS and/or INDIVIDUAL agrees to indemnify and hold the City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the CITY and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledge that the CITY has no duty to and will not provide supervision during the activity.

The foregoing application is acknowledged before me this 26th day of July, 2024, by Shelly L. Bingham, who is personally known to me, or who has/have produced personally known as identification.

Signature of Notary Public, State of Florida





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

REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

NOTE: Regular City Commission meetings are held on the 2nd and 4th Thursdays of the month at 6:00 p.m. If you wish to appear on the Palatka City Commission meeting agenda, you should submit this request form, together with any attachments or backup material that would help the Commission to better consider your request, to the City Clerk's office either in person, by mail (201 N. 2nd Street, Palatka 32177), or e-mail (skrantz@palatka-fl.gov). Please note that without adequate supporting documentation or information, the Commission may not be in a position to take any action on your request. Materials submitted for the Commission's review during the meeting may not be considered as this does not give the Commission or Staff adequate time to read or consider such material. If you plan to make a PowerPoint presentation, please submit your media (thumb drive, DVD, etc.) to the Clerk's Office in advance. If the request to be placed on the agenda is granted, you will be allowed 5 minutes to present your item to the Commission.

Meeting agendas close at 12:00 noon on the Friday two weeks prior to the next regularly scheduled Thursday City Commission meeting. Please verify the closing date for agenda items with the Clerk's office, as meeting dates are subject to change. *Staff will make every attempt to accommodate a request for a specific agenda date, but all requests will be handled on a case-by-case basis and may be assigned to a commission meeting to be held at a future date. If your request can typically be handled by a City department or staff member, you will be referred to the appropriate department or staff member.

Name of Individual, Organization and/or Group making presentation or request: Shelly Bingham,
Main Street Palatka
Address: 108 S. 2nd St, Palatka FL e-mail mainstreetpalatka@gmail.com
Daytime Phone 904-540-5998 Other ph. 904-553-7336 Fax —

*Requested meeting date: August 8, 2024

☒ Request for Commission Action; OR ☐ Presentation Only; no action required

Subject Matter you wish to address: Application for Special Event: Datil
Pepper Fest

(attach additional sheet if necessary)

Commission Action Requested, if any: Approval/Permit

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 286.0105

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

ADOPT RESOLUTION 2024-R-162 granting a special events permit to Palatka Jr/Sr High school for Palatka Jr/Sr High Homecoming parade event to be held September 12, 2024.

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Palatka Jr/Sr High School is requesting road closures and amplified sound.

BACKGROUND

The event will include painting of temporary paws down the side walks, placement of banners on utility poles down St Johns Ave, parade, food trucks and fireworks.

PROJECT ANALYSIS

Special Events Team met and agreed upon request. Community Affairs Department will present to the Commissioners for approval/granting permission to exceed allowable noise levels, setting permits and other fees.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-162
2.	Palatka Jr_Sr High homecoming events

RESOLUTION NO. 2024-R-162

**A RESOLUTION OF THE CITY OF PALATKA, GRANTING
A SPECIAL EVENTS PERMIT TO PALATKA JR/SR HIGH
SCHOOL; SETTING FORTH THE PROVISIONS OF THE
PERMIT; AND GRANTING PERMISSION FOR ROAD
CLOSURES AND AMPLIFIED SOUND; AND PROVIDING
FOR SCRIVENER’S ERRORS**

WHEREAS, PALATKA JR/SR HIGH SCHOOL has made an application to the City of Palatka for a special event permit for: FOR PALATKA JR/SR HIGH SCHOOL HOMECOMING EVENTS.

WHEREAS, the City of Palatka’s Special Events Committee has met to review the submitted application to assess any additional services necessary for the Special event to provide public safety and/or assistance for the function; and

WHEREAS, the Palatka City Commission finds that the approval of the Special Events Permit, as stipulated and described herein, is in the best interest of the event organizers, the City of Palatka and its citizens.

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

Section 1: That Special Events Permit for Palatka Jr/Sr High School homecoming events is hereby granted to Palatka Jr/Sr High School Homecoming events with the following provisions and stipulations:

- a.** A Class “C” Special Events Permit is hereby granted for the event to be held on the following dates: 09/01/2024 paws painted, banners hung up, 09/10/2024 fireworks, 09/12/2024 music, food trucks, and parade during the hours provided on the application.
- b.** Amplified sound is granted during the hours provided on the application;
- c.** Permission is granted for road closures of St. Johns Avenue from South 11th Street to Memorial Parkway as noted on the Permit Application.

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 8th day of August 2024.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Jennifer DeLoach
Address: 207 Kitty Ave Email: jdeloach@my.putnamschools.org
Interlachen Fl. 32148 Phone: 386-336-2925
PJSHS
2. Secondary Contact: Cathy Dyster
Address: 302 Nelson Rd Email: cdyster@my.putnamschools.org
Palatka Fl. 32177 Phone: 329-0577
3. Event Sponsor/Organization: Palatka JR/SR HIGH School

Attach a certificate of Tax Exemption if applicable.

4. Name of Event: Palatka JR/SR HIGH School Homecoming Events
5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts

displays, still motion picture production, etc.):

Paint Panther Temp. Paws down St. Johns Ave
Place PJSHS Banners on light poles down St. Johns month of
Parade - Homecoming down St. Johns Ave.
Food trucks / music down at River Front
Fireworks at Palatka JR/SR High Stadium

6. Event Location (911 Address): Down St. Johns Ave Parade
7. Road Closures: ex. St. Johns Avenue from First Street to Second Street
St. John's Avenue from 5th Street to Memorial Parkway

_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____

8. Onsite representatives during the event:

Name: Jennifer DeLoach

Cell Phone: 386-336-2925

Name: Cindy Bellamy

Cell Phone: 386-937-1986

9. Please fill in below for each day within the event.

Date(s) of Event: Hours: Amplified Sound: Alcohol: Attendance

Setup:
month of Sept. 24

1/1 to 1/1 to 1/1 to 1/1

Event:

Parade	9/12/24	5:00 to 6:00	to	N/A	1,500
Food Truck music	9/12/24	5:00 to 8:00	6:00 to 8:00	N/A	1,000
Fireworks @ stadium	9/10/24	7:55 to 8:05	7:55 to 8:05	N/A	1,500
Banners	9/1/24	to	to	to	
Paws painted	9/1/24	to	to	to	
	1/1	to	to	to	
	1/1	to	to	to	

Breakdown:

1/1 to 1/1 to 1/1 to 1/1

10. Basis of estimated peak attendance (i.e. tickets sold, historical attendance, etc.)

1,500 - 2,000

11. Number and type of auxiliary vehicles/ equipment:

Watercraft Aircraft Utility Vehicles/Golf Carts Other:

12. Any special effects or pyrotechnics (i.e. explosives, hazardous materials, discharging weapons, incendiary devices)? If yes, please describe and list contractor contact information.

Fireworks - My Three Sons Fireworks Company
1561-210-5174

Include date and time:

9/10/24 7:55 to 8:05 to 8:05

13. Will transport vehicles be utilized? If so, please describe.

14. Number of staff/ volunteer: 100

Uniform identification: staff badges / PHS shirts

REQUIRED ATTACHMENTS

☐ Site Plan (see checklist)

Parking

Number and location of food vendors

Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands

Street Closures/Barricades/Detours

Garbage Containers

Parade/Marching Route

Event Headquarters

Number and location of temporary signs/banners

Sound system(s) location

Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.

Main emergency vehicle access to site

Location of security and emergency vehicle parking on site

Carnival location (if any)

Number/location of portable toilets

☐ Tentative Schedule of Events

☐ 501(C) (3) Certificate of Exemption # _____

☐ Nonprofit articles of incorporation, charter and mission statement

☐ Consent letter (event property): property owners on which special event location is held if not city owned

☐ Fire resistive rating certificates (tents, fabrics, etc.)

☐ Example of special event vendor permits provided

☐ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)

List certificates required: _____

☐ Alcohol liability certificate of insurance- city as "additional insured"

☐ Alcohol license (copy)

☐ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

All Special Event Application submittals must include deposit fee before dates can be secured. Submission of a Special Event Application **does not** guarantee authorization for the event in question. Each application will require review by the Special Event Review Committee, where specific requirements, conditions and/or modifications, and additional fees (security, waste, etc.) may be applied.

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

☐ **CLASS A:** \$300.00 per day (attendance: 1,001 and up per day) **Permit Filing Deadline: 60 days prior to event**

☐ **CLASS B:** \$100.00 per day (attendance: 101 - 1,000 per day) **Permit Filing Deadline: 60 days prior to event**

☐ **CLASS C:** \$50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) **Permit Filing Deadline: 30 days prior to event**

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

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required** to contact the City of Palatka Cultural Resources Department office at 386-326-2704 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

Sec. 50-222. Indemnification/insurance; liquor liability insurance.

- (a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
 - (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
 - (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.
- (b) At least seven days prior to the first day of any special event, the applicant shall furnish to the special events coordinator proof of liability insurance protection, in an amount of not less than \$1,000,000.00 per person for bodily injury or death, \$2,000,000.00 per occurrence for bodily injury or death and \$500,000.00 per occurrence for property damage, naming the city as "additional insured".
- (c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of \$500,000.00 which shall name the city as additional insured.

- (d) Nothing in this section shall be construed to effect in any way the city's rights, privileges and immunities as set forth in F.S. § 768.28.

(Ord. No. 10-34, I(Exh. 1), 12-9-2010)

The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the City of Palatka for:

- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages, or cause of actions for any personal injury, loss of life, or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee, and/or any other persons.

CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.


Signature of Applicant

7-18-24
Date

State of Florida County of Putnam

The foregoing application is acknowledged before me this 18 day of July, 2024, by Jennifer Deloach, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL




Signature of Notary Public, State of Florida

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

Date

Special Events Vendor Requirements

1. A 12 foot clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles. Assure there is at least a 12 foot clearance for emergency vehicles to be able to pass. All streets must remain open at all times. Make sure an apparatus can have a straight path and not have to zig zag around tents. Barricades can be used to close traffic, but no permanent blockages such as tents, vehicles, concession trailers, pools, etc.
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4. Campers will be locked when not occupied.
5. Permission to connect to utilities will only be authorized by event staff.
6. A placard issued by the event staff will identify vender RVs.

City of Palatka
Indemnification & Hold Harmless Agreement

The BUSINESS and/or INDIVIDUAL agrees to indemnify and hold the City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the CITY and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL expressly assume full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of facilities pursuant to this agreement, and agrees to pay the CITY for all damages caused to the facilities resulting from the user's activities hereunder.

The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledge that the CITY has no duty to and will not provide supervision during the activity.

J. Deloach
Signature of Applicant

Jennifer Deloach

Print Name of Applicant

St. Johns Ave / River Front

Name of Facility being used

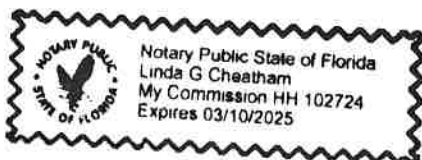
month of Sept. 24
9/12/24

Date of Use

State of Florida County of Putnam

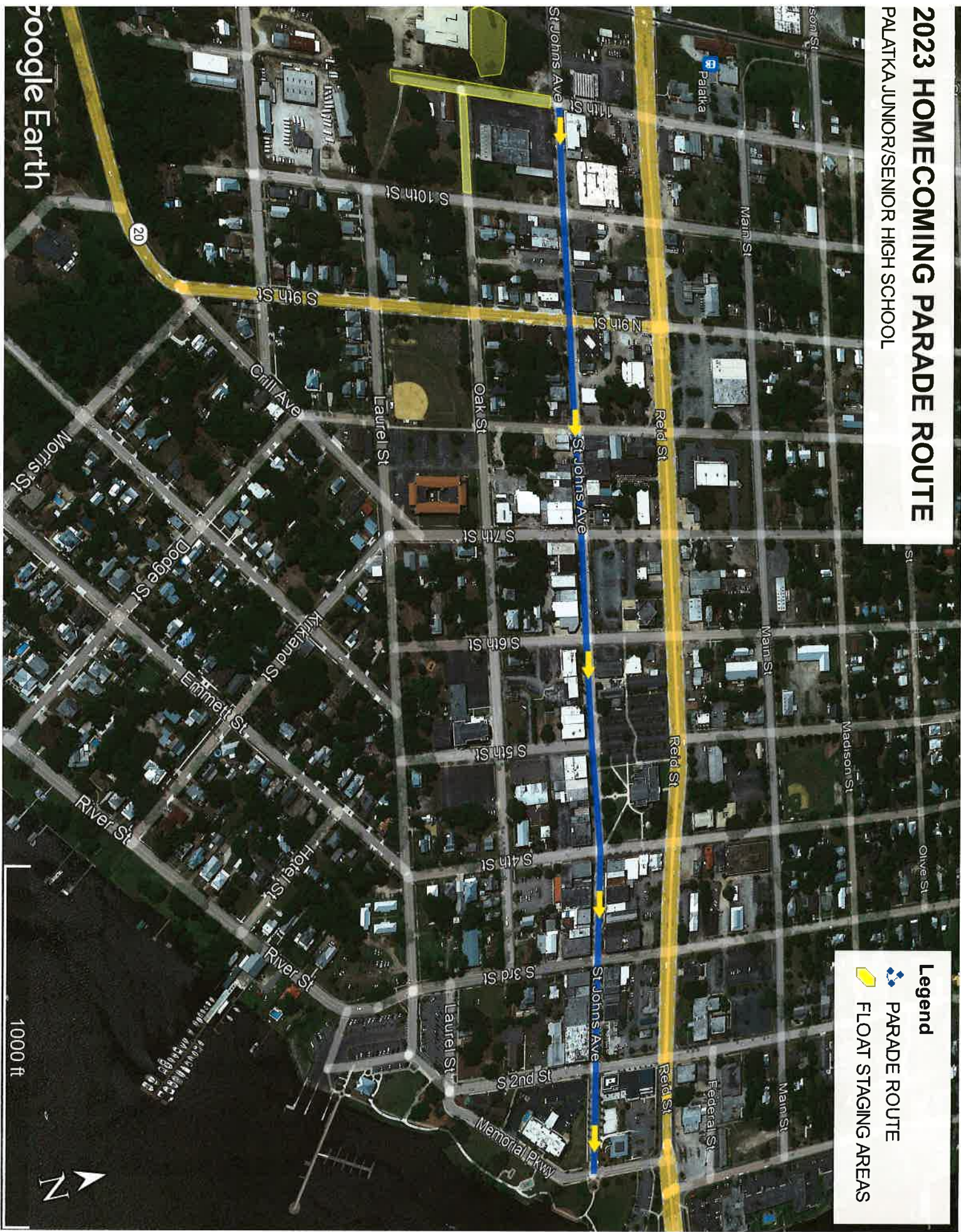
The foregoing application is acknowledged before me this 18 day of July, 2024, by Jennifer Deloach, who is personally known to me, or who has/have produced _____ as identification.

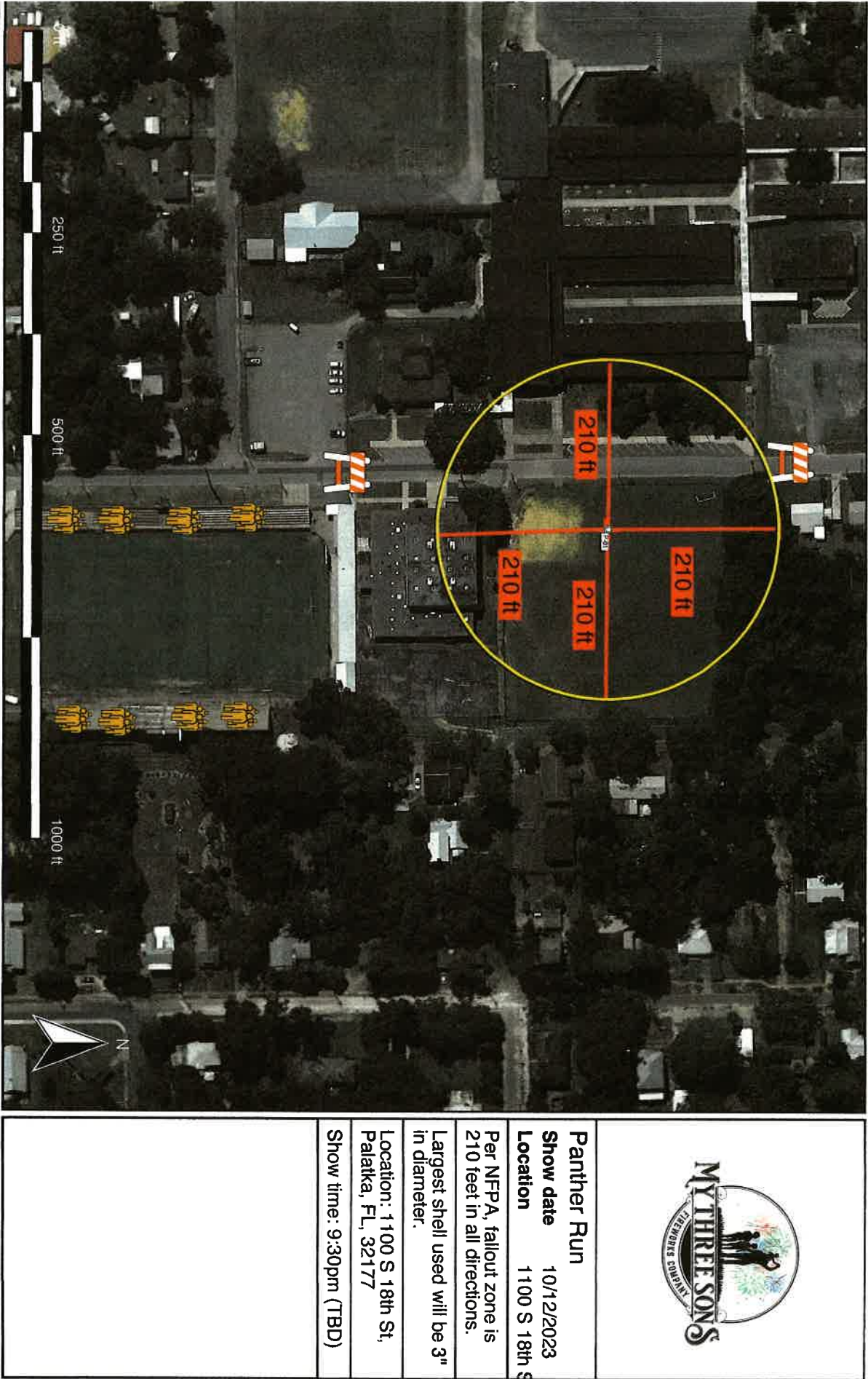
NOTARY SEAL



Linda Cheatham
Signature of Notary Public, State of Florida

PALATKA JUNIOR/SENIOR HIGH SCHOOL





ADOPT RESOLUTION 2024-R-164 authorizing an agreement with St. Johns Housing Partnership for administration of the City's affordable housing renovation program and adoption of the program document.

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

City Staff is looking for approval of the agreement with St. Johns Housing Partnership for administration of the City's affordable housing renovation program and adoption of the program document

BACKGROUND

The Florida Department of Commerce Appropriation Grant is providing funding for eligible applicants to make home renovations and repairs, the program shall be administered by the St. Johns Housing Partnership, Inc.

PROJECT ANALYSIS

Staff Recommendation

Adopt Resolution 2024-R-164.

ATTACHMENTS

1.	2024-R-164
2.	DRAFT Program Document
3.	AFFORDABLE HOUSING NEIGHBORHOOD HOME REPAIR AND RESTORATION

RESOLUTION NO. 2024-R-164

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING AN AGREEMENT WITH ST. JOHNS
HOUSING PARTNERSHIP FOR ADMINISTRATION OF
THE CITY'S AFFORDABLE HOUSING RENOVATION
PROGRAM; ADOPTION OF THE PROGRAM DOCUMENT;
AND PROVIDING FOR SCRIVENER'S ERRORS**

WHEREAS, the Florida Department of Commerce Appropriation Grant has provided funding for affordable housing repairs and renovations and

WHEREAS, St. Johns Housing Partnership, Inc. was selected to administer the program;

WHEREAS, applicants must be the owner of the homesteaded property to be rehabilitated and currently reside in the property; and

WHEREAS, the Palatka City Commission deems the services agreement reasonable and necessary in order to comply with City Code provisions.

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

1. The City's Affordable Housing Home Repair and Renovation Program document is hereby adopted;
2. The City hereby accepts and the Mayor and the City Clerk are hereby authorized to execute and attest the Contract for Services with St. Johns Housing Partnership to administer the City's Affordable Housing Home Repair and Renovation Program; and
3. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which of 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 8th day of August, 2024.

CITY OF PALATKA

BY: _____
ITS MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

City of Palatka

NEIGHBORHOOD HOME REPAIR AND RESTORATION

PROGRAM DOCUMENT

RESPONSIBLE AGENCY: St. Johns Housing Partnership, Inc.

FUNDING SOURCES: Florida Department of Commerce Appropriation Grant

ELIGIBLE GEOGRAPHIC AREA: City of Palatka

ELIGIBLE APPLICANTS: Applicants must be the owner of the homesteaded property to be rehabilitated and currently reside in the property. Rental Properties are not eligible under the program. Applicants must be current on their mortgage (not in foreclosure), current on all property taxes and assessments.

TARGET AREA: The City of Palatka has identified the area bounded by Reid Street to the South, US 17 to the West, N 5th Street to the East and the City limits to the north as a target area. Additional points will be awarded to those structures within the target area.

INCOME: Applicants must have a gross annual household income of at or below eighty percent (80%) of the area median income for Putnam County, adjusted for household size, as published by U.S. HUD (See Exhibit A). **This includes all income for all household members. These income limits are subject to change. The income limits published by HUD for Putnam County at the time of application shall be used for determining eligibility and ranking.**

DUPLICATION OF BENEFITS: All applicants must sign a Release of Information giving City of Palatka and St. Johns Housing Partnership, Inc. (responsible agency) permission to obtain information regarding benefits and assistance received from insurance, FEMA, Endeavors, and/or other organizations to ensure no duplication of benefits. Assistance received from other organizations will **not** result in an automatic disqualification for this Project.

FORGIVABLE MORTGAGE/LIEN: In exchange for the rehabilitation services provided at no cost to you, the City will file a fully forgivable mortgage/lien on your property upon completion of any repairs. The amount of the mortgage/lien will equal to the cost of services rendered to your household and will decrease on a pro-rated basis annually for the mortgage/lien term so long as the applicant or immediate family member maintains ownership and residency. Immediate family member shall mean spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin (that is, a child of an aunt or uncle).

The mortgage/lien term is as follows:

Sale of property within:

1 year – 100% of repair costs to be paid back.

2 years - 80% of repair costs to be paid back.

3 years - 60% of repair costs to be paid back.

4 years - 40% of repair costs to be paid back.

5 years - 20% of repair costs to be paid back.

WORK TO BE PERFORMED: The work to be performed will vary from unit to unit depending on the condition of the dwelling and may include both interior and exterior repairs. Project budgets for repairs shall not exceed \$40,000 and total expenses for any specific project shall not exceed \$50,000 without first obtaining City Manager approval. Project budgets in excess of \$20,000 shall address visual blight and/or exterior code violations. The **eligible repairs** under the rehabilitation services shall remain with the property and include but are not limited to the following:

- Repair or replacement of roof or roofing materials.
- Repair or replacement of ceilings, walls, flooring and doors.
- Repair or replacement of siding, gutters, windows, screens etc.
- Exterior painting (only interior painting if drywall or structural repairs cause a need for painting interiors).
- Air Conditioning, Heating, plumbing, and/or electrical repairs.
- Replacement/repair of faulty or hazardous bathroom fixtures.
- Replacement/repair of faulty or hazardous kitchen fixtures.
- Structural repairs.
- Mold remediation.
- Replacement of unsafe or hazardous appliances
- Permanent generator (ONLY when a full-time resident of the home is special needs that requires respirator or similar medical equipment – requires letter from physician)
- Remediation for hazardous trees/limbs posing a threat during a weather / high wind event. To include but not limited to threats to public health and safety (i.e. structures, sidewalks, utilities and roadways)
- Address any visual blight and/or exterior code violations.

WHAT TO EXPECT: Homeowners should not expect their home to be new or appear to be new when the rehabilitation work has been completed. This Project is for rehabilitation and not housing restoration as if it were newly constructed.

PROGRAM FOCUS: The initial funding cycle shall be comprised of multiple phases. Phase I shall close after sixty (60) days from the advertisement date or upon receiving twenty-five (25) qualified applications, whichever comes first. All supporting documents and a complete application are required to score an application during Phase I. Applicants who score high enough during Phase I will enter Phase II of the application process where improvements will be scheduled based upon contractor and funding availability. Inspections and estimates of repairs will be done at no cost to the applicant. If eligible repairs are found, the applicants will be put on the list for repairs/rehabilitation in the order determined by their score during Phase I. Following the initial funding cycle, applications shall be received on a rolling basis and placed on the list in an order

determined by their score to be considered during future funding cycles.

SCORING CRITERIA for PHASE I:

Description	Points
Within Target Area	10
30% Median Income Percentage	20
50% Median Income Percentage	15
60% Median Income Percentage	10
80% Median Income Percentage	5
Disabled	5
Veteran	5
Over 65 years of age	5
Primary Caregiver to child(ren) under 16	5
Constitutes Visual Blight	5
Active Code Enforcement Case	10
Proof of repairs/rehabilitation needed to maintain insurance policy	5

EXHIBIT A

FY 2024 Income Limits Summary

FY 2024 Income Limit Area	Median Family Income Click for More Detail	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Putnam County, FL	\$59,100	Very Low (50%) Income Limits (\$) Click for More Detail	22,850	26,100	29,350	32,600	35,250	37,850	40,450	43,050
		Extremely Low Income Limits (\$)* Click for More Detail	15,060	20,440	25,820	31,200	35,250*	37,850*	40,450*	43,050*
		Low (80%) Income Limits (\$) Click for More Detail	36,550	41,750	46,950	52,150	56,350	60,500	64,700	68,850

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2024 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2024 [Fair Market Rent documentation system](#).

**AFFORDABLE HOUSING NEIGHBORHOOD HOME REPAIR AND RESTORATION
CONTRACT
BETWEEN ST. JOHNS HOUSING PARTNERSHIP, INC.
AND THE CITY OF PALATKA**

This Contract is made as of the 8th day of August, 2024, by and between City of Palatka, a Political Subdivision of the State of Florida, hereinafter referred to as the CITY, and St. Johns Housing Partnership, Inc. a Corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 59-3422856.

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

ARTICLE 1 – SCOPE OF WORK AND CONTACTS

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of affordable housing repair and renovation projects, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The CITY'S representative/liaison during the performance of this Contract shall be Troy Bell, City Manager, telephone no. 386-329-0100, e-mail: tbell@palatka-fl.gov.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Bill Lazar, telephone no. 904-669-1069, e-mail: blazar@sjhp.org.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on October 1, 2024 and complete all services by September 30, 2027. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the CITY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount per house of Three Thousand and Three Dollars (\$3,003). This amount is divided into \$1,870 for the inspection and \$1,133 Program Administrative fee.
- B. The CONSULTANT will bill the CITY on a monthly basis for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- C. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. (Revised 06/08/21)
- D. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed Zero Dollars (\$0.00), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B".
- E. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other

documentation acceptable to the City of Palatka Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

- F. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to City of Palatka. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- G. In order to do business with City of Palatka, CONSULTANTS are required to fill out a Vendor Packet through the City's Finance Department.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the CITY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the CITY, in writing, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY. All of the services required

herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective. The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of the CONSULTANT'S personnel (and all Subcontractors), while on CITY premises, will comply with all CITY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply: If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials. The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the City Commissioners.

ARTICLE 10 - INSURANCE

The CONSULTANT shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as CITY'S review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract. CONSULTANT agrees to notify the CITY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. Commercial General Liability: CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual

Liability or Cross Liability. Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "City of Palatka, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to CITY upon request.

B. Workers' Compensation Insurance & Employer's Liability: CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

C. Professional Liability: CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, CITY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

D. Waiver of Subrogation: Except where prohibited by law, CONSULTANT hereby waives any and all rights of Subrogation against the CITY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

E. Certificates of Insurance: On execution of this contract, renewal, within forty-eight (48) hours of a request by CITY, and upon expiration of any of the required coverage throughout the term of this Agreement, the CONSULTANT shall deliver to the CITY or CITY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to: City of Palatka Board of CITY Commissioners And may be addressed: c/o Department Using the address as indicated in the "Notices" article or another address on agreement of the parties. F. Right to Revise or Reject: CITY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold CITY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or

causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 – GOVERNING LAW

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Putnam County, Florida.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes.

The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services. The CONSULTANT shall promptly notify the CITY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions. Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised

accordingly, subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract. To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY. The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 21 - NONDISCRIMINATION

The CITY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY'S relevant marketplace in City of Palatka. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list

maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract. If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change. If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of City of Palatka.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the CITY, notices shall be addressed to: 201 N. 2nd Street, Palatka, FL 32177

With copy to: City of Palatka Attorney's Office, 201 N. 2nd Street, Palatka, FL 32177

If sent to the CONSULTANT, notices shall be addressed to: St. Johns Housing Partnership, Inc., P.O. Box# 1086, St. Augustine, Fl. 32085.

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - REGULATIONS; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 29 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the CITY.

- B. B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. If the CITY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 30 – HUMAN TRAFFICKING

Upon execution of this Contract, CONSULTANT hereby attests under penalty of perjury that its organization does not use coercion of labor or services, as defined in Fla. Stat. 787.06, in any part of the operation of its organization.

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the CITY as provided under Section 119.011(2) F.S., the CONSULTANT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONSULTANT is specifically required to:

- A. Keep and maintain public records required by the CITY to perform services as provided under this Contract.
- B. Upon request from the CITY'S Custodian of Public Records, provide the CITY 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 in Chapter 119 or as otherwise provided by law.
- C. Ensure that 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 contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the CITY, all public records in possession of the CONSULTANT unless notified by CITY'S representative/liaison, on behalf of the CITY'S Custodian of Public Records, to keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable

requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to CITY, upon request of the CITY'S Custodian of Public Records, in a format that is compatible with the information technology systems of CITY, at no cost to CITY. Failure of the CONSULTANT to comply with the requirements of this article shall be a material breach of this Contract. CITY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein

ARTICLE 32 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The CITY may execute the Contract through electronic or manual means. CONSULTANT shall execute by manual means only, unless the CITY provides otherwise.

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONSULTANT's subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period. CITY shall terminate this CONTRACT if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CITY has a good faith belief that CONSULTANT's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, CITY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant. If CITY terminates this CONTRACT pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by CITY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by CITY as a result of the termination.

IN WITNESS WHEREOF, the City of Palatka, Florida has made and executed this Contract on behalf of the CITY and CONSULTANT has hereunto set its hand the day and year above written.

CONSULTANT:

Signature

Company Name ST. JOHNS HOUSING PARTNERSHIP, INC.

Name (type or print) _____

Title: _____

CITY OF PALATKA

BY: _____
ITS MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT A – Scope of Work

The preservation and creation of affordable housing opportunities for lower income households continues to be one of the top priorities of the City of Palatka. To guide this effort to administer affordable home repair and rehabilitation projects, the City awarded RFP 2023-20, Affordable Housing, to St Johns Housing Partnership (SJHP), referred to as the Consultant.

The purpose of this document is to describe SJHP's tasks, deliverables, and milestones. The following references are included in this statement of work:

- RFP 2023-20, Affordable Housing
- Neighborhood Home Repair and Restoration Program Document

The expectation is that SJHP will administer the program which includes but is not limited to drafting program documents, vetting applicants, overseeing the conduct of home renovations, and provide reporting on utilization of the program.

The Consultant is responsible for obtaining all permits required by state, county, and local building regulations, codes, rules, laws, and ordinances. This includes Certificate of Appropriateness (COA) for any exterior work in the North or South Historic Districts.

Repairs may include hazardous, unsafe, or unsanitary situations within the home. The Consultant and any subcontractors are expected to work quickly and efficiently to protect the home and its contents. Work may occasionally be in unsanitary conditions due to trash or waste disposal system problems. Work may also include exterior repair or improvements. General exposure to dust, mold, and mildew may be encountered.

The goal of the program is to support the initial funding cycle as defined in the Neighborhood Home Repair and Restoration Program Document. Once the cycle is complete, the City will evaluate the utilization and publish updates to the Scope of Work or Program Document as required for future funding cycles. SJHP will act as the prime contractor and manage/coordinate all repairs. In accordance with the Program Document:

Project budgets for repairs shall not exceed \$40,000 and total expenses for any specific project shall not exceed \$50,000 without first obtaining Commission approval. Project budgets in excess of \$20,000 shall address visual blight and/or exterior code violations.

No program funds will be spent on homes that cannot be restored to full compliance or a habitable condition.

The Consultant is responsible for the following tasks and activities:

Task 1: Program Administration

SJHP is responsible for supporting all activities outlined in the program documents. For Program Administration, SJHP is responsible to attract local vendors, conduct marketing and outreach, and report on utilization. The utilization reports will consist of monthly and quarterly summaries and will include a separate list for visual blight.

Task 2: Vet Applicants

SJHP is responsible for vetting applicants. This includes income verification, conducting the home inspection, and scoring the applicant.

Task 3: Inspections and Scope of Work

SJHP will conduct the home inspections and develop the Work Package. The Work Package consists of the inspection, estimate, schedule, contractor information, before work photos, and authorization from the homeowner. The Consultant will assess a Program Administration charge of \$1,133 per home. The cost of inspections and reporting will be included as part of the contractor overhead assessment.

SJHP is responsible for ensuring the required building inspections are conducted and documented.

During repairs, SJHP will provide both the City and Homeowner emergency contact information to include a phone number and email to be used for questions, follow up, and emergencies.

Task 4: Oversee Home Renovations

SJHP will act as the prime contractor and pay the subcontractors on a bi-weekly basis. If there is repair work that SJHP will not be performing in-house, then the Consultant shall be responsible for soliciting estimates from contractors who are properly licensed and insured to perform the required work. All payments from the City will be made to SJHP.

SJHP shall be responsible for obtaining all information from subcontractors pertaining to the work to be performed (i.e. copy of licenses, insurance coverages, material specifications, etc.) This information shall be included in the Work Package for each home.

As the work progresses, the homeowner will be made aware of schedule and scope changes, and the adjustments will be annotated in the Work Package.

Task 5: Project Closeout

SJHP is responsible to administratively close out the project. Once all repairs are complete, SJHP will obtain a post inspection sign-off from the homeowner and subcontractor lien release. The Work Package will be updated to include after repair photos.

SJHP is responsible for settling any homeowner disputes. If issue are failed to be resolved at that level they must be reported to the City within 60 days. The City reserves the right to settle the claim or dispute by exercising all available remedial actions as described in this agreement.

The overall schedule associated with this statement of work is dependent on the City's assessment of the program utilization during the Initial Funding Cycle. Based on that assessment repairs will be potentially authorized for a follow-on funding cycle. Extensions for either repairs that cannot be completed within budget or within six (6) months can be granted by formal City review. It is most likely funding and repair cycles will overlap. The program can be extended for an additional two (2) 1-year terms.

EXHIBIT B – Schedule of Payments

The Scope of Work to be completed by CONSULTANT as defined I Exhibit “A” does not consist of specific completion phases. All payments will be made based on the monthly invoices from SJHP to the City.

Case PB 23-20 – Amend Land Use and Rezone 0.5+/- acres at 7341 Crill Avenue
Address: a portion of 7341 Crill Avenue, approx. 0.5 acres
Applicant: JJJT1, LLC
Agent: Tobi McGuigan

STAFF REPORT

DATE: July 25 , 2024
TO: City Commission
FROM: Planning Director

APPLICATION REQUEST

This is a request for a small-scale Comprehensive Plan Amendment on three parcels totaling 0.5+/- acres on Kelley Smith School Road to amend the future land use and zoning. The request is to change the existing future land use from Commercial (COM) to Residential Low (RL), and to change the existing zoning from General Commercial (C-1), to Residential Single Family (R-1). The parcels are proposed to be developed as single-family homes. The requested zoning on the application is listed as R-1A, but the applicant has indicated they wish to pursue R-1 zoning.

Public notice issued by the city included legal advertisement in the *Palatka Daily News*, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

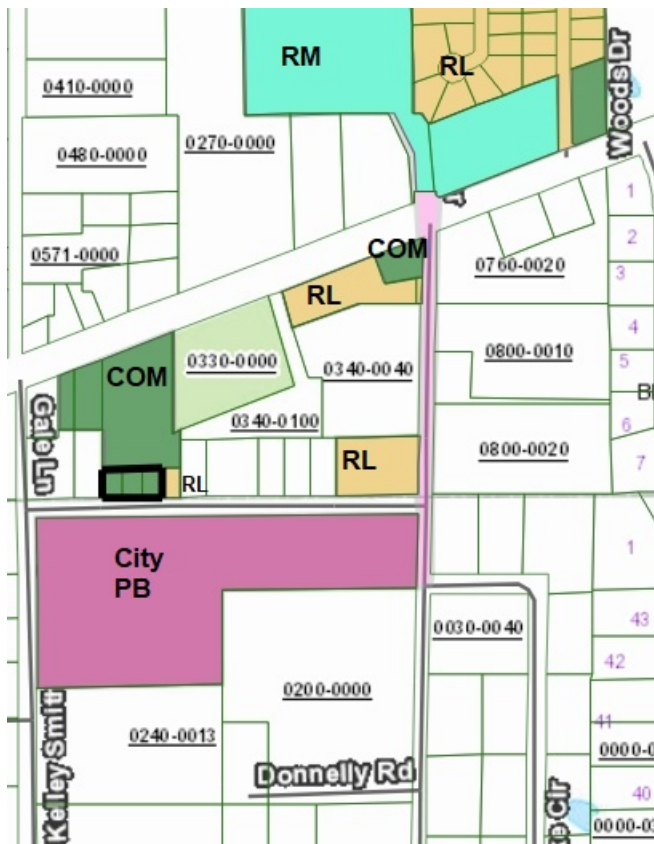
The property is currently within the city limits of Palatka and is vacant. Originally part of the larger commercial parcel to the north, the subject parcels were recently approved to be platted by the Planning Board Feb. 6, and by the City Commission on March 14, 2024. The approved final plat was recorded by the Putnam County Office of Clerk of Circuit & Comptroller on May 5, 2024. The proposed homes will be connected to municipal water and sewer available nearby.

This area is characterized by a mix of land uses both within and without of the city limits of Palatka. General uses include single family residential to the east and west, vacant commercial to the north and an elementary public school to the south. See Table 1.

	Actual Use	FLUM	ZONING
Property Existing	Vacant	City Commercial (COM)	Neighborhood Commercial (C-1)
Portion of Property Proposed	Single Family Residential	City of Palatka Residential Low Density (RL)	City of Palatka Single Family Residential (R-1)
North	Single Family Residential	City of Palatka Commercial (COM)	City of Palatka General Commercial (C-1)
South	Public School	City of Palatka City Public Facilities (PF)	City of Palatka Residential, Two Family (R-2)
East	Single Family Residential	City of Palatka Residential Low (RL)	City of Palatka Single Family Residential (R-1)

West	Single Family Residential	Putnam County Urban Reserve (UR)	Putnam County Agricultural (AG)
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Table 1: Current Land Use Map



Proposed Future Land Use Map

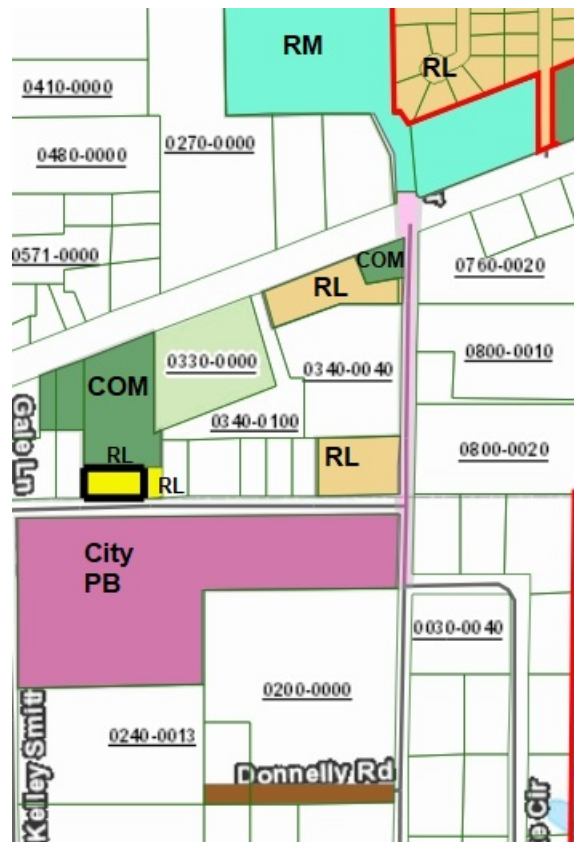


Figure 1. Existing Future Land Use

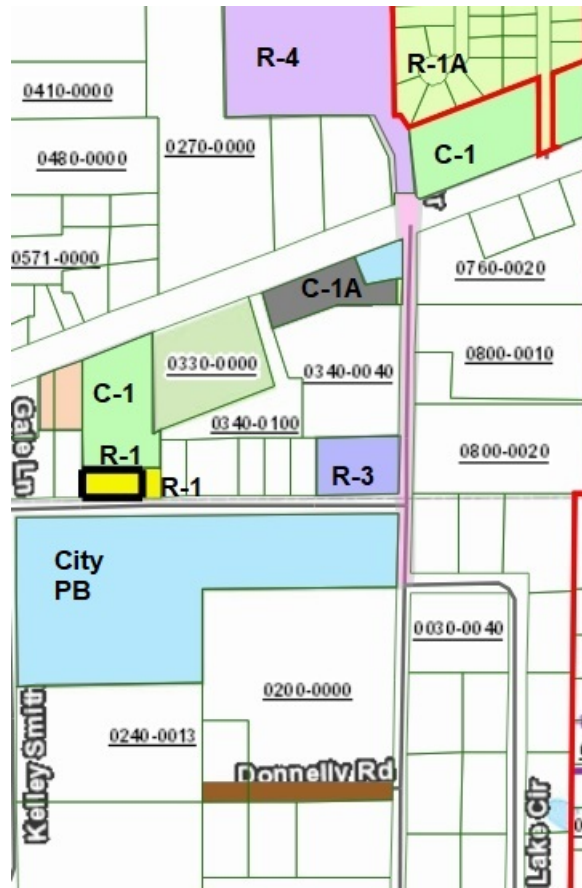


Figure 2. Proposed Zoning Map

The applicant is proposing to change the Future Land Use from Commercial (COM) to Residential Low Density (RL) on 0.5 acres, making this a Small Scale Comprehensive Plan Amendment which will be sent for expedited State review.

Florida Statutes Chapter 163.3177(6) provide for the following land use change criteria to be considered.

- *Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.*

Response: Three soil types occur on the subject parcel. Narcoosee soil is deep and somewhat poorly drained. Centenary soil is well drained, and Tavares soil is moderately well drained.

The parcel is not within a flood zone, as it is identified as Flood Zone X on FIRM maps. Staff is not aware of any soil or topography conditions that would present major problems for additional future development of this property in accordance with all applicable land development regulations. The Florida Master Site Files do not list or show any historic resources on this site.

- *Provide analysis of the minimum amount of land needed as determined by the local government.*

Response: The City of Palatka's last adopted 2008 Comprehensive Plan, Future Land Use element, estimated the number of low-density housing units needed in 2020 to be 546 units higher than in 2005. Due to a major recession, this number of units has not been constructed within the city limits during that time frame.

While the 2020 U.S. Census did not show an increase of population within the past ten years, several major employers have or are entering Putnam County. There is an increase in new businesses in the city. The county as a whole is experiencing growth pressure from neighboring counties, especially as housing costs rise. This portends a demand for housing units, and therefore the creation of additional land within the city for this purpose is consistent with the Comprehensive Plan.

- *Demonstrate the amendment does not further urban sprawl, as determined through the following tests:*
 - Low-intensity, low-density, or single-use development or uses.
 - Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
 - Radial, strip, isolated, or ribbon development patterns.
 - Development that fails to adequately protect and conserve natural resources and agricultural activities
 - Development that fails to maximize use of existing and future public facilities and services.
 - Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
 - Development that fails to provide a clear separation between rural and urban uses.
 - Development that discourages or inhibits infill development and redevelopment.
 - Development that fails to encourage a functional mix of uses.

Response: The conversion of the subject parcels to residential land use would not contribute to urban sprawl, as the property is within an already established neighborhood with existing urban services and would be considered infill development. The development pattern is that of a suburban neighborhood.

Many surrounding properties to the east and west have low density single family residences on them, are not within the city limits, are on well and septic systems and retain a Putnam County land use of Urban Reserve and a Putnam County zoning classification of Agriculture (AG)

Nearby parcels within the city include Kelley Smith Elementary School and small commercial properties. The school has a land use of City of Palatka Public Facilities (PF) with a zoning classification of Two-Family Residential (R-2).

Existing facilities currently have capacity to serve the proposed development, and because it is located adjacent to existing city limits, there should be no disproportionate increase in time, money and energy for provision of facilities and services. One condition this request seeks to address is that of increasing utility connections to City water and sewer systems. Sewer and water are available near the site. The applicant desires to connect to City water and sewer systems. Both systems are more than adequate to handle the expected volume.

The utilization of this parcel does not discourage or inhibit infill development, as the parcels are immediately adjacent to existing city limits and enjoys urban services. There will be a functional mix of uses between low density residential, institutional and commercial.

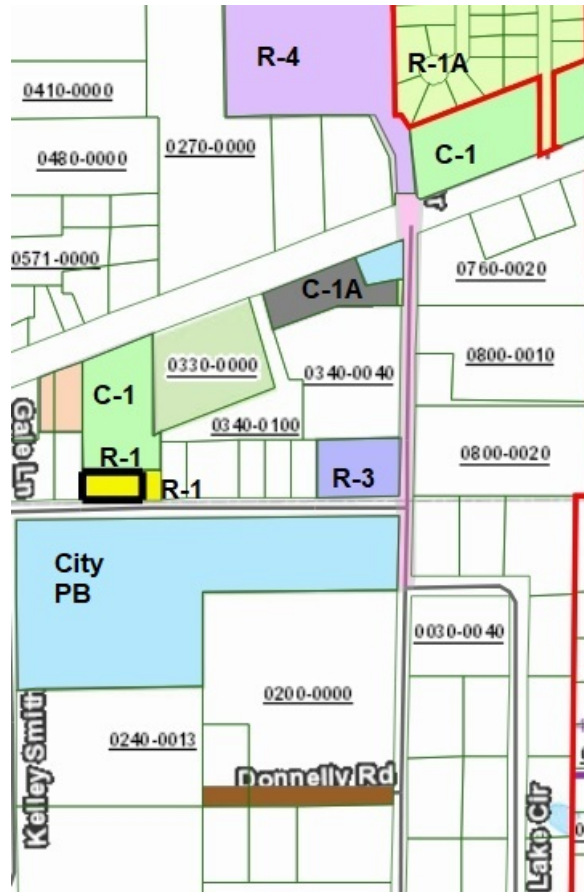


Figure 4. Proposed Zoning

Section 94-38(f)(1) of the Palatka Code of Ordinances requires that the report and recommendations of the Planning Board to the City Commission as required by subsection 94-38(e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

- a. *Whether the proposed change is in conformity with the Comprehensive Plan:*

Response: The subject property currently has a Commercial classification. The Future Land Use map for the City shows the property being adjacent to Putnam County Agricultural (AG) zoning to the west and City of Palatka Single Family Residential (R-1) to the east. Most of the surrounding properties are developed as residential uses. The change to a residential use zoning category will not have an adverse impact on the residential properties around it.

- b. *The existing land use pattern.*

Response: The existing land use pattern in this area is a mix of vacant commercial land, agricultural and residential. The proposed zoning change will consolidate the existing single family character to the east and west of the subject parcels.

- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*
Response: The proposed zoning change will not be isolated, as there are adjacent residential uses to the east and west, and general commercial use to the north, with a public school facility to the south of the subject parcels.
- d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*
Response: The subject parcels are proposed to be developed as single-family homes. This has the potential to increase population by 2.37 persons per household, or a potential total of 7.11 persons. The City of Palatka water and wastewater treatment plants both have available capacity at this time to serve these homes. As these are single family uses, there will be a minimal impact on traffic in the local area. There may be an insignificant impact on school population. Stormwater will be managed onsite.
- e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*
Response: The proposed rezoning will be in concert with the existing zoning districts to the west and east, both on properties within the city limits and on nearby properties in the unincorporated area. There is a mix of zoning categories in the area, as well as a mix of uses.
- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*
Response: As with most places in the United States at this time, Palatka and Putnam County are experiencing high housing demand, especially for workforce and middle-class populations. Creating more opportunities for such housing is needed.
- g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*
Response: Minimal traffic will be created with the proposed single family dwelling units on these parcels. Stormwater will be managed on site. The homes will be connected to public water and sewer. Existing living conditions in the area will not change with approval.
- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*
Response: Access to the proposed homes would be on Kelley Smith School Road. Three single family residences would have minimal impact on traffic congestion and public safety in the area. The total traffic generation for the future three single family homes will be 30 trips per day.
- i. *Whether the proposed change will create a drainage problem.*
Response: There should be no negative impact on drainage in the area as there is minimal elevation change in the landscape, the soils are generally well drained and onsite stormwater management will be utilized.
- j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*
Response: No reduction in light and air to adjacent areas is anticipated, as the proposed use remains single family residential and such structures are subject to setbacks and height restrictions per the zoning code.

- k. *Whether the proposed change will adversely affect property values in the adjacent areas.*
Response: The construction of new residences should have a positive impact on property values.
- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*
Response: The proposed use exists on properties to the west and east. A public school is located on the adjacent parcel to the south. Constructing residential units on the subject parcel at the same density as the surrounding area should not be a deterrent to the improvement of adjacent properties.
- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*
Response: As the proposed change is in accordance with standard Planning practice, in alignment with surrounding land uses and furthers the use of existing public infrastructure, there would be no special privilege to an individual nor a negative effect on the public welfare. All development is required to meet all federal, state and local codes, just as required of other developments.
- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*
Response: Given the need for housing in Putnam County and the city of Palatka, the market is driving the sale of otherwise seemingly unsuitably zoned properties to be used for housing. Additionally, potential commercial development pursuant to the current zoning would not be compatible with the existing elementary school across the subject lots.
- The proposed zoning classification is consistent with existing zoning within the neighborhood, both within the city and within Putnam County. The proposed use is consistent and compatible with surrounding uses.
- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*
Response: The immediate area is residential in nature. The use already exists on several surrounding properties and immediately adjacent to the east, and will be considered infill development. The proposed use would not be out of scale with the neighborhood or with the city of Palatka.
- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*
Response: It is not impossible, but the purpose of this request is to construct additional housing units within the city limits and to connect to water and sewer services.
- q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*
Response: Not applicable.

The City Commission has requested an estimate of revenues to the City of Palatka for proposed developments. Staff reminds readers the following table is only an estimate, as taxable values and utility usage may vary significantly.

Estimated City of Palatka Revenue for 3 New Single Family Residences									
Type of Develop	Use	Authority	Acres	Units	Zoning	Total Bldg sf	Tax Value	COP Millage Rate	2022 City Tax Revenue
SFR Parcel	Res SFR	City	0.17	1	R-1	1,500	\$150,000.00	0.0064	\$960.00
SFR Parcel	Res SFR	City	0.17	1	R-1	1,500	\$150,000.00	0.0064	\$960.00
SFR Parcel	Res SFR	City	0.17	1	R-1	1,500	\$150,000.00	0.0064	\$960.00
								Total Ann Tax Rev	\$2,880.00
								Est Total Fire Fee	\$21,600.00
								Est Total Utility Fees	\$7,200.00
								Total Est Ann Rev to City	\$31,680.00

The proposed project is expected to add 3 dwelling units to the city of Palatka. Using a projected persons per household for 2020 of 2.37, this equates to a projected population increase of 7 persons.

PB 23-20 Staff Recommendation

Based upon the analysis and the findings contained in this report, staff the following recommendations to the City Commission:

1. **APPROVAL** of the request to amend the Future Land Use Map from **City of Palatka Commercial (COM)** to **City of Palatka Residential Low (RL)**.
2. **APPROVAL** of the request to rezone from **City of Palatka General Commercial (C-1)** to **City of Palatka Single Family Residential (R-1)**.

If approved, this land use change will equate to 0.50 acres of small-scale amendments for the City of Palatka for the 2024 calendar year.

Case PB 23-20

Application for Future Land Use Map Amendment (FLUM) and rezoning for Azalea Place Subdivision, Phase II (Kelley Smith School Rd between Round Lake Rd and Gale Ln)

STAFF MEMO

DATE: July 3, 2024
TO: City Commission
FROM: Lorenzo Aghemo
Planning Director

This is a request for a small-scale Comprehensive Plan amendment and a Rezoning for a 3-lot residential subdivision located on the north side of Kelley Smith Road between Round Lake Road and Gale Lane totaling approximately 0.51 acres.

BACKGROUND

This item was discussed by the City Commission at the June 13 meeting and continued to the July 11 meeting in order for staff to add additional information and pictures of the property in question. The pictures are attached to this email, and they provide a view and perspective of the lots subject of the comprehensive plan amendment and rezoning. The following is a short chronology of events related to the parcel in order to provide the City Commission with a framework for considering the request.

- 1.- The parent parcel where the three lots were platted, was annexed into the City on June 9, 2005 through Ordinance No. 05-28.
- 2.- On October 12, 2022, a Lot Split application was filed and later approved by the City.
- 3.- On March 29, 2023, the County Property Appraiser assigned a new parcel number to the new created lot (09-10-26-0000-0710-0010)
- 4.- On April 4, 2023, Putnam County E911 Division assigned an address to the new lot: 134 Kelly Smith Rd, Palatka, FL 32177
- 5.- On February 9, 2023 the City Commission approved a request for 134 Kelly Smith Rd., to amend the future land use map from Commercial (COM) to Residential Low (RL) through Ordinance No. 2023-03; and, rezoned the property from General Commercial (C-1) to Single Family District (R-1) by adopting Ordinance N0. 2023-04
- 6.- Prior City approval of the site plan, Putnam County issued a building permit for a single-family house on November 2nd, 2023. The house is still under construction.

7.- On May 9, 2023, an application for a preliminary plat for a 3-lot residential subdivision on the remaining 5+ acres parcel was submitted to the City. The final plat application known as Azalea Place Subdivision, Phase II, was approved by the City Commission on March 14, 2024 through Resolution No. 2024-R-57.

I have met with Mr. Wise who spoke at the June 13 City Commission meeting and provided him with information and explanation regarding the property in question. Mr. Wise did not know that the lot at 134 Kelly Smith School Road was previously rezoned to R-1 by the City and, was satisfied that the process followed all Code requirements.

STAFF RECOMMENDATION

Staff recommend adoption of Ordinance No. 2024-07 and Ordinance No. 2024-08.

Case PB 23-20 – Amend Land Use and Rezone 0.5+/- acres at 7341 Crill Avenue
Address: a portion of 7341 Crill Avenue, approx. 0.5 acres
Applicant: JJJT1, LLC
Agent: Tobi McGuigan

STAFF REPORT

DATE: June 13, 2024
TO: City Commission
FROM: Planning Director

APPLICATION REQUEST

This is a request for a small-scale Comprehensive Plan Amendment on three parcels totaling 0.5+/- acres on Kelley Smith School Road to amend the future land use and zoning. The request is to change the existing future land use from Commercial (COM) to Residential Low (RL), and to change the existing zoning from General Commercial (C-1), to Residential Single Family (R-1). The parcels are proposed to be developed as single-family homes. The requested zoning on the application is listed as R-1A, but the applicant has indicated they wish to pursue R-1 zoning.

Public notice issued by the city included legal advertisement in the *Palatka Daily News*, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

The property is currently within the city limits of Palatka and is vacant. Originally part of the larger commercial parcel to the north, the subject parcels were recently approved to be platted by the Planning Board Feb. 6, and will go to the City Commission for final approval Mar. 14. The proposed homes will be connected to municipal water and sewer available nearby.

This area contains a mix of parcels and uses both within and without of the city limits of Palatka. General uses include single family residential to the east and west, vacant commercial to the north and a public school to the south. See Table 1.

	Actual Use	FLUM	ZONING
Property Existing	Vacant	City Commercial (COM)	Putnam County Agriculture (AG)
Portion of Property Proposed	Single Family Residential	City of Palatka Residential Low Density (RL)	City of Palatka Single Family Residential (R-1)
North	Single Family Residential	City of Palatka Commercial (COM)	City of Palatka General Commercial (C-1)
South	Public School	City of Palatka City Public Facilities (PF)	City of Palatka Residential, Two Family (R-2)
East	Single Family Residential	City of Palatka Residential Low (RL)	City of Palatka Single Family Residential (R-1)
West	Single Family Residential	Putnam County Urban Reserve (UR)	Putnam County Agricultural (AG)

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

Future Land Use Change Analysis

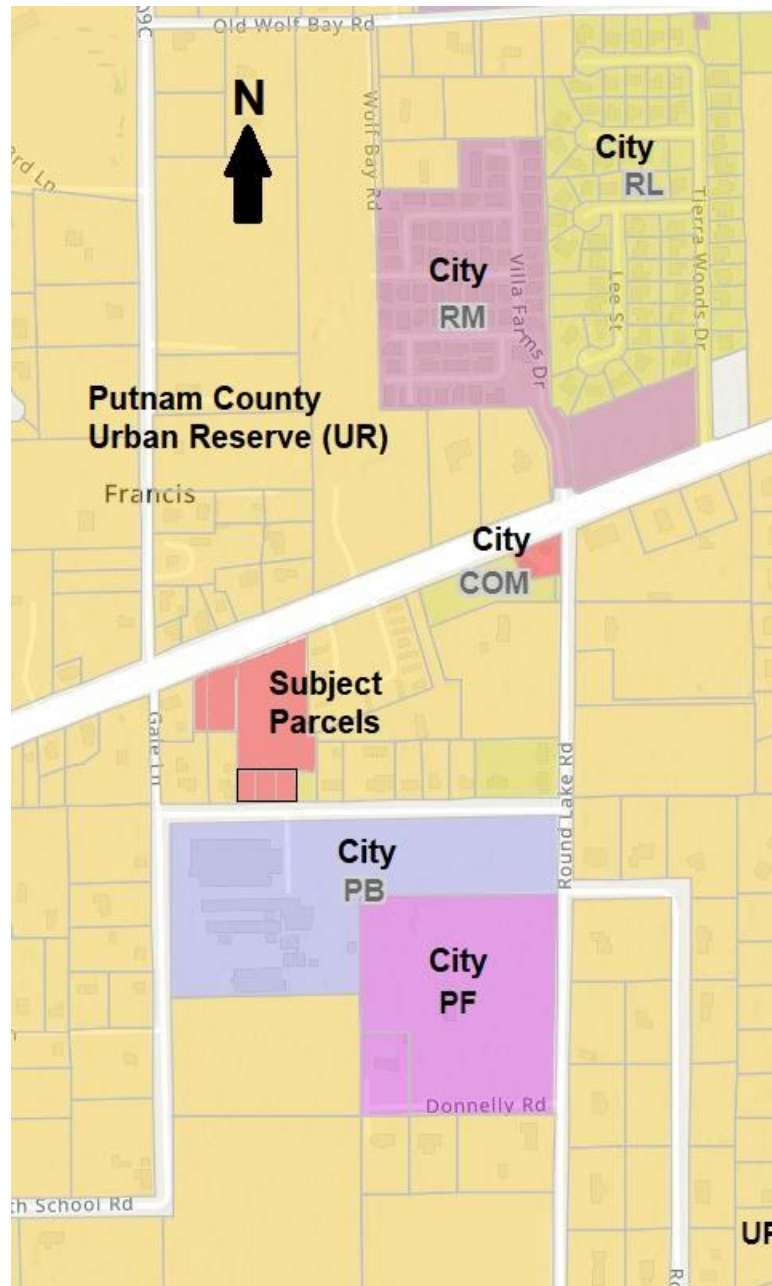


Figure 1. Existing Future Land Use

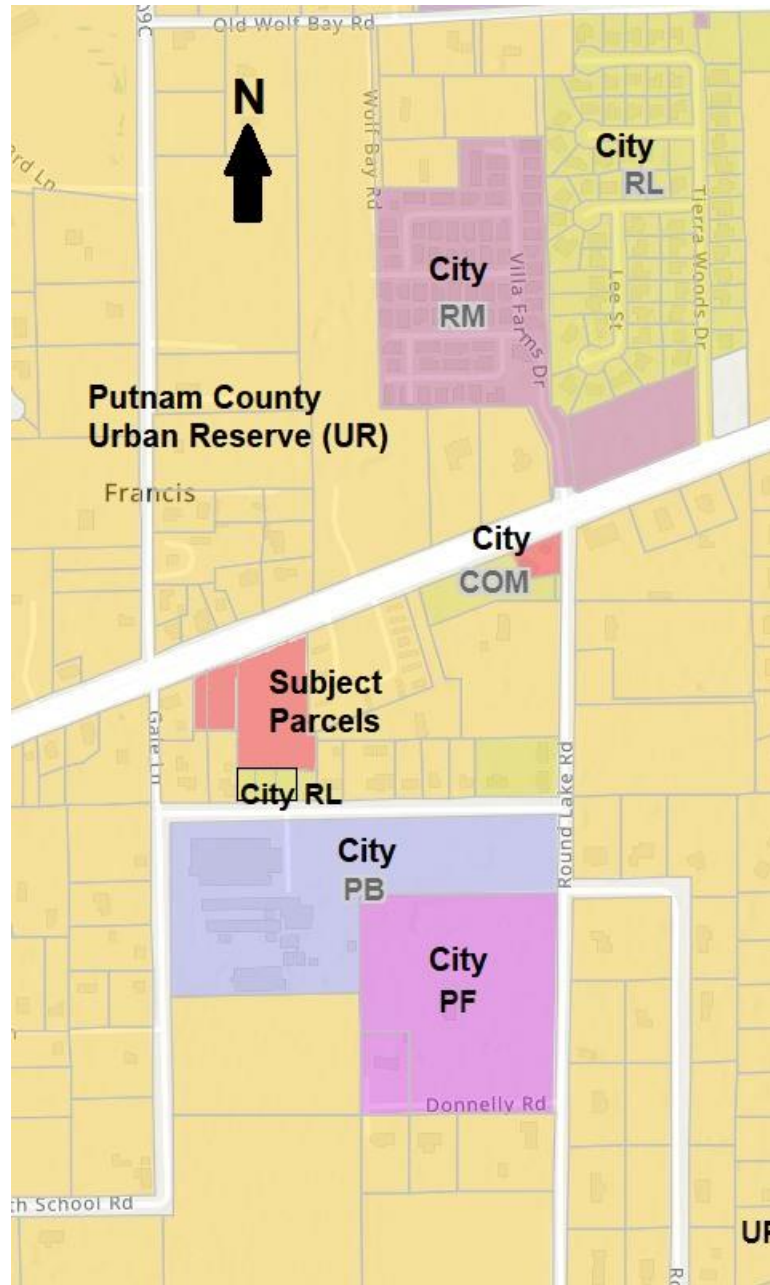


Figure 2. Proposed Future Land Use

The applicant is proposing to change the Future Land Use from Putnam County Urban Reserve (UR) to Residential High Density (RH) and Commercial (COM) on 0.5 acres, making this a Small Scale Comprehensive Plan Amendment which will be sent for expedited State review.

Florida Statutes Chapter 163.3177(6) provide for the following land use change criteria to be considered.

- *Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.*

Response: Three soil types occur on the subject parcel. Narcoosee soil is deep and somewhat poorly drained. Centenary soil is well drained, and Tavares soil is moderately well drained.

The parcel is not within a flood zone, as it is identified as Flood Zone X on FIRM maps. Staff is not aware of any soil or topography conditions that would present major problems for additional future development of this property in accordance with all applicable land development regulations. The Florida Master Site Files do not list or show any historic resources on this site.

- *Provide analysis of the minimum amount of land needed as determined by the local government.*

Response: The City of Palatka's last adopted 2008 Comprehensive Plan, Future Land Use element, estimated the number of low-density housing units needed in 2020 to be 546 units higher than in 2005. Due to a major recession, this number of units has not been constructed within the city limits during that time frame.

While the 2020 U.S. Census did not show an increase of population within the past ten years, several major employers have or are entering Putnam County. There is an increase in new businesses in the city. The county as a whole is experiencing growth pressure from neighboring counties, especially as housing costs rise. This portends a demand for housing units, and therefore the creation of additional land within the city for this purpose is consistent with the Comprehensive Plan.

- *Demonstrate the amendment does not further urban sprawl, as determined through the following tests:*
 - Low-intensity, low-density, or single-use development or uses.
 - Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
 - Radial, strip, isolated, or ribbon development patterns.
 - Development that fails to adequately protect and conserve natural resources and agricultural activities
 - Development that fails to maximize use of existing and future public facilities and services.
 - Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
 - Development that fails to provide a clear separation between rural and urban uses.
 - Development that discourages or inhibits infill development and redevelopment.
 - Development that fails to encourage a functional mix of uses.

Response: The conversion of the subject parcels to residential land use would not contribute to urban sprawl, as the property is within an already established neighborhood and would be considered infill. The development pattern is that of a suburban neighborhood.

Many surrounding properties to the east and west have low density single family residences on them, are not within the city limits, are on well and septic systems and retain a Putnam County land use of Urban Reserve and a Putnam County zoning classification of Agriculture (AG).

Nearby parcels within the city include Kelley Smith Elementary School and small commercial properties. The school has a land use of City of Palatka Public Facilities (PF) with a zoning classification of Two-Family Residential (R-2).

Existing facilities currently have capacity to serve the proposed development, and because it is located adjacent to existing city limits, there should be no disproportionate increase in time, money and energy for provision of facilities and services. One condition this request seeks to address is that of increasing utility connections to City water and sewer systems. Sewer and water are available near the site. The applicant desires to connect to City water and sewer systems. Both systems are more than adequate to handle the expected volume.

The utilization of this parcel does not discourage or inhibit infill development, as the parcels are immediately adjacent to existing city limits. There will be a functional mix of uses between low density residential and commercial.

This section intentionally left blank.

Zoning Change Analysis

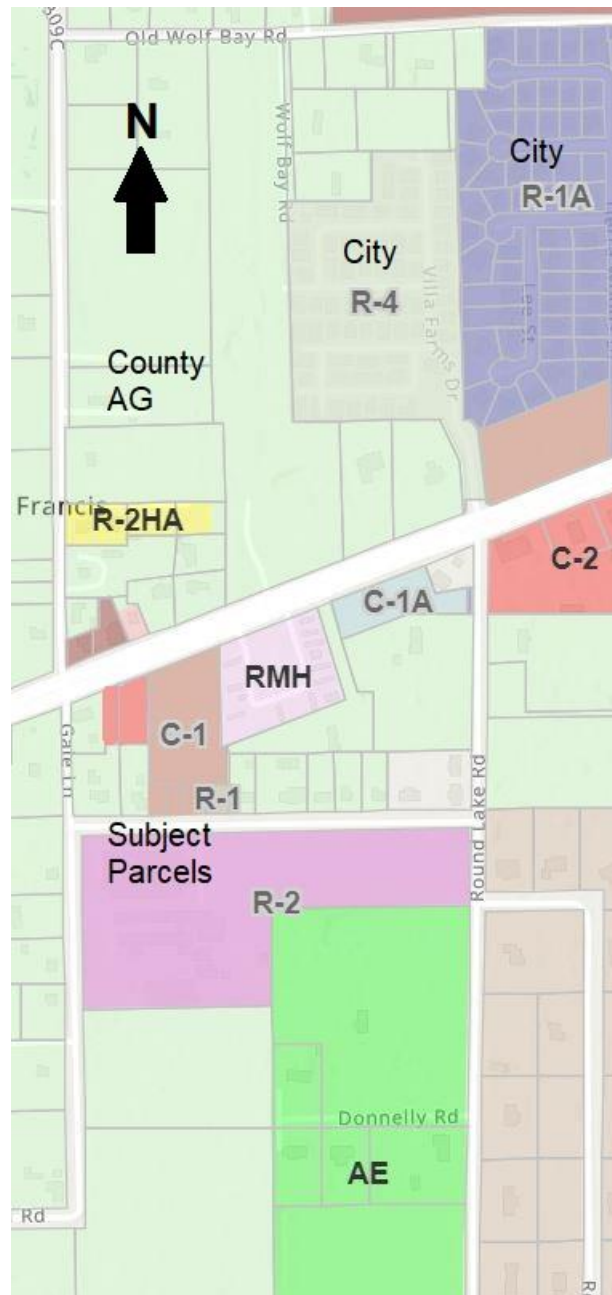


Figure 3. Existing Zoning

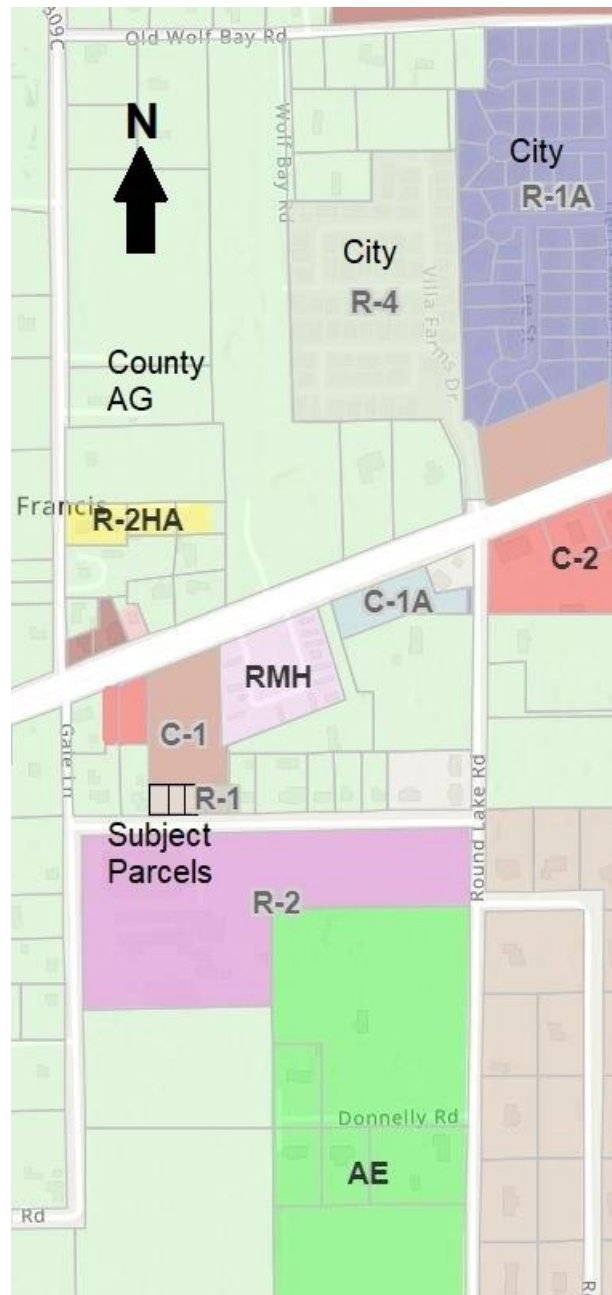


Figure 4. Proposed Zoning

Section 94-38(f)(1) of the Palatka Code of Ordinances requires that the report and recommendations of the Planning Board to the City Commission as required by subsection 94-38(e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

- a. *Whether the proposed change is in conformity with the Comprehensive Plan:*

Response: The subject property currently has a Commercial classification. The Future Land Use map for the City shows the property being adjacent to Putnam County Agricultural (AG) zoning to the west and City of Palatka Single Family Residential (R-1) to the east. Most of the surrounding properties are developed as residential uses. The change to a residential use zoning category will not have an adverse impact on the residential properties around it.

b. *The existing land use pattern.*

Response: The existing land use pattern in this area is a mix of vacant commercial land, agricultural and residential. The proposed zoning change will further the existing single family character to the east and west of the subject parcels.

c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*

Response: The proposed zoning change will not be isolated, as there are adjacent residential uses to the east and west, and general commercial use to the north, with a public school facility to the south of the subject parcels.

d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*

Response: The subject parcels are proposed to be developed as single family homes. This has the potential to increase population by 2.37 persons per household, or a potential total of 7.11 persons. The City of Palatka water and wastewater treatment plants both have available capacity at this time to serve these homes. As these are single family uses, there will be a de minimus impact be on traffic in the local area. There may be an additional impact on school population. Stormwater will managed onsite.

e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Response: The proposed rezoning will be in concert with the existing zoning districts to the west and east, both on properties within the city limits and on nearby properties in the unincorporated area. There is a mix of zoning categories in the area, as well as a mix of uses.

f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*

Response: As with most places in the United States at this time, Palatka and Putnam County are experiencing high housing demand, especially for workforce and middle class populations. Creating more opportunities for such housing is needed.

g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*

Response: Minimal traffic will be created with the proposed single family dwelling units on these parcels. Stormwater will be managed on site. The homes will be connected to public water and sewer. Existing living conditions in the area will not change with approval.

h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Response: Access to the proposed homes would be on Kelley Smith School Road. Three single family residences would have minimal impact on traffic congestion and public safety in the area.

i. *Whether the proposed change will create a drainage problem.*

Response: There should be no negative impact on drainage in the area as there is minimal elevation change in the landscape, the soils are generally well drained and onsite stormwater management will be utilized.

j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Response: No reduction in light and air to adjacent areas is anticipated, as the proposed use remains single family residential and such structures are subject to setbacks and height restrictions per the zoning code.

- k. *Whether the proposed change will adversely affect property values in the adjacent areas.*

Response: The construction of new residences should have a positive impact on property values.

- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*

Response: The proposed use exists on properties to the west and east. A public school is located on the adjacent parcel to the south. Constructing residential units on the subject parcel at the same density as the surrounding area should not be a deterrent to the improvement of adjacent properties.

- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Response: As the proposed change is in accordance with standard Planning practice, in alignment with surrounding land uses and furthers the use of existing public infrastructure, there would be no special privilege to an individual nor a negative effect on the public welfare. All development is required to meet all federal, state and local codes, just as required of other developments.

- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*

Response: Given the need for housing in Putnam County and the city of Palatka, the market is driving the sale of otherwise seemingly unsuitably zoned properties to be used for housing.

The proposed zoning classification is consistent with existing zoning within the neighborhood, both within the city and within Putnam County. The proposed use is consistent and compatible with surrounding uses.

- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

Response: The immediate area is residential in nature. The use already exists on several surrounding properties and will be infill development. The proposed use would not be out of scale with the neighborhood or with the city of Palatka.

- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Response: It is not impossible, but the purpose of this request is to construct additional housing units within the city limits and to connect to water and sewer services.

- q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*

Response: Not applicable.

The City Commission has requested an estimate of revenues to the City of Palatka for proposed developments. Staff reminds readers the following table is only an estimate, as taxable values and utility usage may vary significantly.

Estimated City of Palatka Revenue for 3 New Single Family Residences									
Type of Develop	Use	Authority	Acres	Units	Zoning	Total Bldg sf	Tax Value	COP Millage Rate	2022 City Tax Revenue
SFR Parcel	Res SFR	City	0.17	1	R-1	1,500	\$150,000.00	0.0064	\$960.00
SFR Parcel	Res SFR	City	0.17	1	R-1	1,500	\$150,000.00	0.0064	\$960.00
SFR Parcel	Res SFR	City	0.17	1	R-1	1,500	\$150,000.00	0.0064	\$960.00
								Total Ann Tax Rev	\$2,880.00
								Est Total Fire Fee	\$21,600.00
								Est Total Utility Fees	\$7,200.00
								Total Est Ann Rev to City	\$31,680.00

The proposed project is expected to add 3 dwelling units to the city of Palatka. Using a projected persons per household for 2020 of 2.37, this equates to a projected population increase of 7 persons.

If approved, this land use change will equate to 0.50 acres of small-scale amendments for the City of Palatka for the 2024 calendar year.

PB 23-20 Staff Recommendation

1. Staff recommends the request to amend the Future Land Use Map from City of Palatka Commercial (COM) to City of Palatka Residential Low (RL) be approved for the above parcels.
2. Staff recommends the request to rezone from City of Palatka General Commercial (C-1) to City of Palatka Single Family Residential (R-1) be approved for the above parcels.

ROBERTA M. CORREA
MAYOR - COMMISSIONER

JUSTIN R. CAMPBELL
VICE MAYOR - COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

WILL JONES
COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER



TROY BELL
INTERIM CITY MANAGER

LORENZO AGHEMO
PLANNING DIRECTOR

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI L. KRANTZ
CITY CLERK

SHERRI FARMER
PLANNER I

Case PB 23-20

Application for Future Land Use Map Amendment (FLUM) and
rezoning for Azalea Place Subdivision, Phase II (Kelley Smith
School Rd between Round Lake Rd and Gale Ln)

STAFF MEMO

DATE: June 5, 2024
TO: City Commission
FROM: Lorenzo Aghemo
Planning Director

APPLICATION REQUEST

This is a request for a small-scale Comprehensive Plan Amendment and rezoning for a 3-lot residential subdivision located on the north side of Kelley Smith School Road between Round Lake Road and Gale Lane totaling 0.51 ± acres.

BACKGROUND

The request is to change the existing future land use from Commercial (COM) to Residential Low (RL) and to change the existing zoning from General Commercial (C-1) to Residential Single-Family (R-1). The parcels are proposed to be developed as single-family homes. The City Commission has previously approved the final plat for the property subdivision on April 4, 2024. The present request for a Comprehensive Plan Amendment and corresponding zoning have been reviewed and approved by the Planning Board on March 4, 2024.

Staff Recommendation

Staff recommend approval of the Comprehensive Plan Amendment and rezoning.









This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL, 32177

ORDINANCE NO. 2024-07

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 50 ACRES IN SIZE) FROM CITY OF PALATKA COMMERCIAL (COM) TO CITY OF PALATKA RESIDENTIAL LOW (RL) FOR THE FOLLOWING PROPERTY LOCATED ON KELLEY SMITH SCHOOL ROAD, PALATKA, FL 32177, PARCEL NOS.: 09-10-26-0213-0000-0010, 09-10-26-0213-0000-0020, AND 09-10-26-0213-0000-0030, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; AND PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the City of Palatka Building and Zoning Department on behalf of the owner of said property: JJTI, LLC, for certain amendment to the Comprehensive Plan Future Land Use Map of the City of Palatka, Florida, and

WHEREAS, Section 163.3187, Florida Statutes, provides for small-scale amendment of an adopted comprehensive plan, and

WHEREAS, Section 163.3187(2), Florida Statutes, provides that small scale development amendments require only one public hearing before the governing board, which shall be an adoption hearing, and

WHEREAS, the City Planning Board conducted a public hearing on March 5, 2024 and recommended approval of this amendment to the City Commission, and

WHEREAS, the City Commission of the City of Palatka conducted a public hearing on June 13, 2024, and

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

Section 1. Adopted Small Scale Amendment

That the Future Land Use Map of the adopted Comprehensive Plan of the City of Palatka is hereby amended to provide that the Future Land Use of the parcels of land listed in Figure 1 below shall be changed as designated and that the Future Land Use Map shall be amended to show the changes.

DESCRIPTION OF PROPERTIES: AZALEA PLACE PHASE II MB7 P13 LOT 1; AZALEA PLACE PHASE II MB7 P13 LOT 2; AND AZALEA PLACE PHASE II MB7 P13 LOT 3.

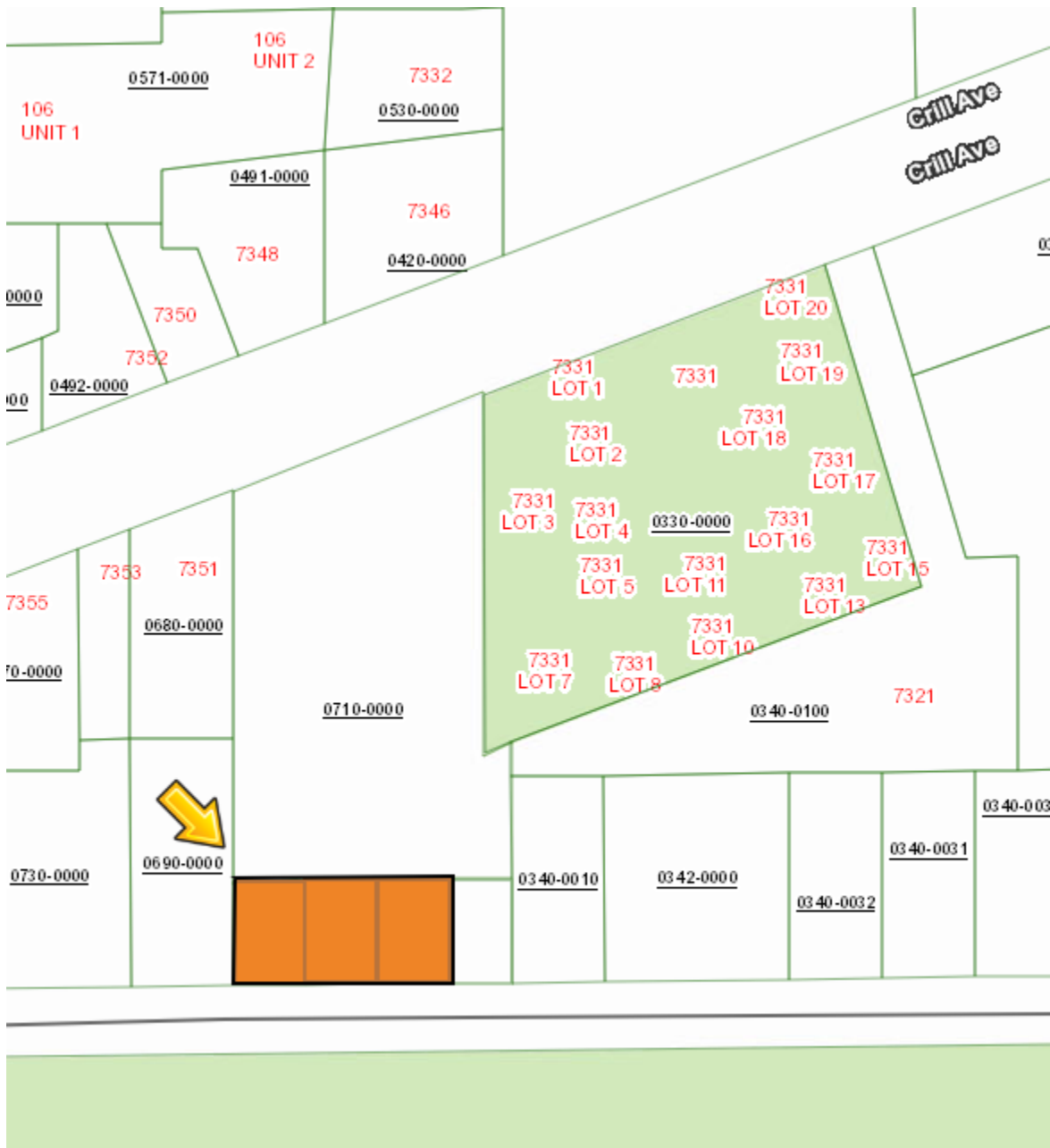


Figure 1: map showing location of subject properties

Section 2. The remaining portions of said adopted comprehensive plan of the City of Palatka, Florida, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 3. Should any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portion.

Section 4. This Ordinance shall become effective immediately upon adoption; however, the effective date of this amendment to the City of Palatka Comprehensive Plan, if not timely challenged, shall be 31 days after adoption. If challenged within 30 days after adoption, this amendment shall become effective on the date the State land planning agency or the Administration Commission issues a final order determining this amendment to be in compliance with Chapter 163, Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before this amendment has become effective.

Section 5. SCRIVENER’S ERROR. 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 6. This ordinance is exempt from provisions of the statute, Chapter 2023-309, Laws of Florida, codified as Section 166.041(4) Florida Statutes.

PASSED AND ADOPTED on first reading by the City Commission of the City of Palatka, Florida,
on the 11th day of July 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL, 32177

ORDINANCE NO. 2024-08

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM CITY OF PALATKA GENERAL COMMERCIAL (C-1) TO CITY OF PALATKA RESIDENTIAL, SINGLE-FAMILY (R-1) FOR THE FOLLOWING PROPERTY: LOCATED AT KELLEY SMITH SCHOOL ROAD, PALATKA, FL 32177, PARCEL NOS.: 09-10-26-0213-0000-0010, 09-10-26-0213-0000-0020, AND 09-10-26-0213-0000-0030, PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the City of Palatka Building and Zoning Department on behalf of the owner of said property: JJTI LLC, for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on March 5, 2024, and two public hearings before the City Commission of the City of Palatka on June 13, 2024, and July 11, 2024, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from the present zoning classification of City of Palatka General Commercial (C-1) to City of Palatka Residential, Single-Family (R-1) classification.

DESCRIPTION OF PROPERTIES: AZALEA PLACE PHASE II MB7 P13 LOT 1; AZALEA PLACE PHASE II MB7 P13 LOT 2; AND AZALEA PLACE PHASE II MB7 P13 LOT 3.

Putnam County Property Appraiser's Parcel Nos.: 09-10-26-0213-0000-0010, 09-10-26-0213-0000-0020, and 09-10-26-0213-0000-0030.

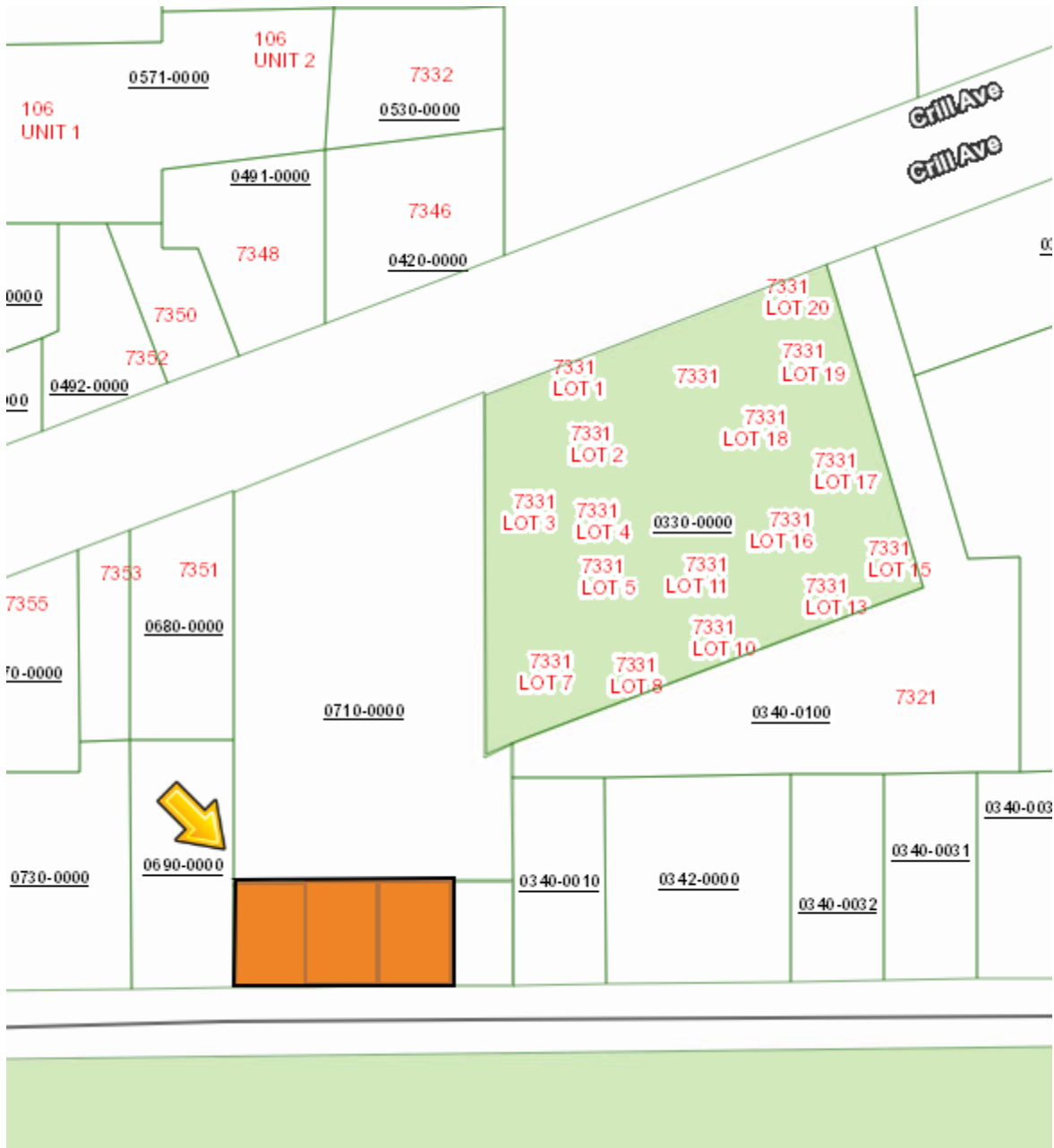


Figure 1: map showing location of subject properties

Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission, however, the rezoning shall not become effective until the amendment to the City of Palatka Comprehensive Plan adopted by Ordinance No. 2024-08 becomes effective as provided therein.

Section 4. SCRIVENER’S ERROR. 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 5. This ordinance is exempt from provisions of the statute, Chapter 2023-309, Laws of Florida, codified as Section 166.041(4) Florida Statutes.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 13th day of June 2024.

PASSED AND ADOPTED on second reading by the City Commission of the City of Palatka on this 11th day of July 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

STAFF REPORT

DATE: July 11, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Adopt ordinance establishing procedures for quasi-judicial proceedings.

BACKGROUND

The City lacks any procedures for quasi-judicial proceedings, which are a fundamental part of land use law and are legally required for all land use changes. Establishing a procedure codified in code will provide transparency for the city commission, staff and the public on a wide-range of proceedings that come before the city commission and it's boards and committees.

PROJECT ANALYSIS

Staff Recommendation

Approve the ordinance.

ATTACHMENTS

1.	Business Impact Statement - Quasi Judicial Hearing Procedures
2.	Quasi-Judicial Proceedings Ord 24-09

ORDINANCE NO. 2024-09

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA,
CREATING MUNICIPAL CODE SECTIONS 54-1
THROUGH 54-6, ESTABLISHING PROCEDURES FOR
QUASI-JUDICIAL PROCEEDINGS, PROVIDING FOR
SEVERABILITY; PROVIDING AN EFFECTIVE DATE;
AND PROVIDING FOR SCRIVENER’S ERRORS.**

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

Section I. The City of Palatka Municipal Code Sections 54-1 through 54-6 shall be created to read as set forth in Exhibit A attached hereto and by this reference incorporated herein.

Section II. All ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

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

Section IV. EFFECTIVE DATE: This Ordinance shall take effect upon its passage as provided by law.

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

Section VI. 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.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 11th day of July, 2024.

PASSED AND ADOPTED on the second reading by the City Commission of the City of Palatka, Florida, this 8th day of August, 2024.

CITY OF PALATKA

By: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Coding: Words in underline type are additions.

EXHIBIT A

QUASI-JUDICIAL PROCEEDINGS

Section

54.01 Intent

54.02 Definitions

54.03 Notice procedures for aggrieved or adversely affected persons

54.04 Quasi-judicial matters

54.05 Procedures for quasi-judicial proceedings

54.06 Ex parte communication

§ 54.01 INTENT.

It is the intent of the Palatka City Commission to provide an equitable and efficient method for the Commission, as well as certain city boards, committees, and authorities, to hear matters which are considered quasi-judicial in nature. These procedures shall be utilized by the City regarding hearings on quasi-judicial matters.

§ 54.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AGGRIEVED OR ADVERSELY AFFECTED PERSON. Any person who will suffer a negative effect to a protected interest as a result of the quasi-judicial action sought by the applicant. The alleged adverse interest may be shared in common with other members of the community at large but shall exceed in degree the general interest in the community.

APPLICANT. Any person, corporation or other legal entity who files with the Planning Department an application for an action which has been determined by City staff to be quasi-judicial in nature as reflected on the agenda and within the agenda packet for that Commission meeting at which said matter will be heard.

CLERK. For any proceeding before the City Commission, the clerk is the City Clerk. For any other board, the clerk will be the clerk or secretary designated for the respective board, committee, agency, authority, or special magistrate.

COMPETENT SUBSTANTIAL EVIDENCE. Evidence a reasonable mind could accept as adequate to support a conclusion.

EX PARTE COMMUNICATION. Communication involving a Local Public Official and a member of the public regarding a quasi-judicial matter pending before the City Commission or other Quasi-Judicial Body on which the quasi-judicial member serves. Communication between a Local Public Official and City staff shall not be considered ex parte communication.

LOCAL PUBLIC OFFICIAL. Any elected or appointed public official of the City of Palatka who recommends or takes quasi-judicial action as a member of a Quasi-Judicial Body.

PARTY or PARTIES. The applicant, the City, and any aggrieved or adversely affected person who has complied with the notice provisions.

PRESIDER. For the City Commission, the Mayor. For any other Quasi-Judicial Body, the Chair or, in his/her absence, the Vice Chair.

QUASI-JUDICIAL BODY. The City Commission sitting in its quasi-judicial capacity, or any other City board, committee, authority or special magistrate sitting in its quasi-judicial capacity.

QUASI-JUDICIAL IN NATURE. The application of a general rule or policy to specific individuals, interests, or activities by the quasi-judicial body.

§ 54.03 NOTICE PROCEDURES FOR AGGRIEVED OR ADVERSELY AFFECTED PERSONS.

(A) Any aggrieved or adversely affected person desiring to become a party in the quasi-judicial proceeding shall provide written notice to the City Clerk which notice shall, at a minimum, set forth the aggrieved or affected person's name, address, and telephone number, indicate how the aggrieved or affected person qualifies as an aggrieved or affected person and indicate whether the aggrieved or affected person is in favor of or opposed to the requested quasi-judicial action. The filing of notice with the City Clerk shall serve as notice to the parties of the aggrieved or affected person's intent to appear at the proceeding to testify, present evidence, bring forth witnesses, and cross-examine witnesses. The required notice must be received by the clerk no later than five (5) business days at the close of business, which is 5:00 PM, before the hearing.

(B) The written notice in subsection (A) above, filed with the City Clerk of a Quasi-Judicial Body other than City Commission for a quasi-judicial matter that will procedurally be forwarded

to the City Commission for consideration shall also serve as the notice for the aggrieved or affected person to appear at the proceeding held by the City Commission on the same quasi-judicial matter.

§ 54.04 QUASI-JUDICIAL MATTERS.

(A) A quasi-judicial matter is a proceeding in which a quasi-judicial board gives notice and an opportunity to be heard to aggrieved or adversely affected persons, investigate facts, ascertain the existence of facts, hold hearings, weigh evidence, draw conclusions from the facts, and apply the law to the facts. Quasi-judicial matters include, but may not necessarily be limited to, the following:

(1) Site specific rezoning of land which rezoning will have an impact on a limited number of persons or property owners where the decision is contingent on fact(s) arrived at from distinct alternatives presented at a hearing and where the decision can be functionally viewed as policy application rather than policy setting;

(2) Applications for conditional uses or amendments thereto;

(3) Hearings on Code Enforcement violations by the Special Magistrate for Code Enforcement;

(4) Applications for preliminary and final plats;

(5) Variances from the application of the Land Development Code;

(6) Appeals from an administrative determination of the Director of Planning Department or any city official interpreting the provisions of the Land Development Code; and

(7) Hearings on the issuance or denial of a Certificate of Appropriateness by the Historic Preservation Board.

(B) For all quasi-judicial matters which require more than one (1) reading, the first reading shall constitute the quasi-judicial proceeding. Once a decision is rendered to grant or grant with conditions the relief sought by the applicant, then the second reading shall be procedural in nature with the Quasi-Judicial Body ratifying and affirming its prior decision. If new evidence is introduced which, if brought to the attention of the Quasi-Judicial Body at the first reading, would have had a material impact on its decision, the Quasi-Judicial Body may re-open the quasi-judicial hearing. If the Quasi-Judicial Body re-opens the quasi-judicial hearing, it shall be scheduled for a date and time certain and provide notice to all parties.

§ 54.05 PROCEDURES FOR QUASI-JUDICIAL PROCEEDINGS.

(A) The following is a guideline for conducting quasi-judicial hearings:

(1) All testimony shall be under a sworn oath to tell the truth. The oath shall be contained on a speaker's card. All persons wishing to speak on a quasi-judicial item shall submit a speaker's card containing said oath to the clerk on duty.

(2) The Presider shall call the cases on the agenda but shall not be bound by the order in which the cases appear on the agenda.

(3) The Presider will introduce the case and, if appropriate, defer to the City Manager (or designee) or City Attorney (or board counsel) for either an explanation of the matter or the reading of the ordinance or resolution caption.

(4) The Presider shall have the option of determining the order to expedite the proceedings. However, all parties shall be provided the opportunity to present their case. In the event the quasi-judicial matter constitutes a public hearing, the general order of the presentation of evidence shall be as follows:

(a) The applicant, having the burden of persuasion and the burden of proof, shall proceed to present its case first by providing any factual and expert witness(es) to testify and submitting relevant evidence for the Quasi-Judicial body's consideration (maximum thirty (30) minutes);

(b) City staff and any staff consultants shall then present the opinion of the City or any other relevant information necessary for the Quasi-Judicial body's consideration (maximum thirty (30) minutes).

(c) Any aggrieved or adversely affected person who has complied with the notice requirements shall be permitted to present factual and expert witness testimony and relevant evidence for the Quasi-Judicial body's consideration (maximum thirty (30) minutes);

(d) Cross-examination of witnesses by the applicant, City staff or any aggrieved or adversely affected person shall be permitted during testimony to the extent requested and necessary in furtherance of due process requirements (maximum fifteen (15) minutes per witness);

(e) Any other person who has taken an oath upon statement of his/her name and address for the record shall present any factual or expert testimony relevant to the matter being considered (maximum three (3) minutes per person);

(f) Closing argument/rebuttal shall then be given by the applicant; witnesses may be called during rebuttal (maximum ten (10) minutes);

(g) The Quasi-Judicial Body may modify the time limits specified in this subsection (4) on its own motion or upon request of a party to the proceeding. A request for a modification shall detail the additional time desired and the subjects to be discussed during the additional time. A request for a modification of time should be considered by the Quasi-Judicial Body to assure all parties have an opportunity to participate without undue repetition, delay and in furtherance of due process.

(5) Any natural person or party may represent himself/herself or may be represented by an attorney. The statements or arguments of the attorney are not considered evidence. The attorney need not be sworn.

(a) In the event any party (other than a corporation or the City) chooses to be represented by a non-attorney, such party shall file a written, notarized power of attorney with the clerk at least five (5) calendar days prior to the hearing stating that the person appearing has the full power and authority to act on behalf of the party in the matter.

(b) A corporation may appear through an officer of the corporation provided the officer is listed as a current officer of an active corporation with the Secretary of State and identifies himself/herself in that corporate capacity.

(6) The parties may:

(a) Call and examine witnesses;

(b) Introduce exhibits;

(c) Cross-examine opposing witnesses;

(d) Impeach witnesses; and

(e) Rebut evidence.

(7) The Quasi-Judicial body shall have the authority to ask questions of anyone present at the proceedings prior to closing the public hearing and commencing deliberations. If during the deliberations, a question arises which the Quasi-Judicial Body desires to ask, it shall reopen the public hearing, pose the question and allow the applicant, any aggrieved or adversely affected person, and the City the opportunity to respond to the question posed prior to closing the public hearing again and resuming deliberations.

(8) Neither the Federal Rules of Evidence nor the Florida Evidence Code shall apply, but fundamental due process shall be observed and govern said proceedings at all times. The following evidentiary rules should be considered when the Quasi-Judicial Body receives testimony and evidence at the hearing:

(a) All relevant evidence shall be admitted. The Quasi-Judicial body may exclude irrelevant, immaterial, or unduly repetitious evidence.

(b) Hearsay evidence may be accepted for the purpose of either supplementing or explaining any direct evidence, provided it is not offered to prove the truth of the matter asserted, but such hearsay evidence shall not, in and of itself, be considered sufficient to support a finding or decision unless the evidence would be admissible over objections in any civil litigation proceeding in a state or federal court in Florida.

(c) Lay testimony is permissible and may constitute competent substantial evidence so long as it is fact-based. Mere generalized statements of opposition do not constitute competent substantial evidence.

(d) The opinions and recommendations of professional City staff members including, but not limited to, City growth management staff, the City engineer, law enforcement and fire personnel, and other qualified staff members may constitute competent substantial evidence, provided such opinions and recommendations are related to the city staff person's professional expertise and qualifications. The opinions of other duly qualified professionals and experts of may also be similarly considered competent substantial evidence.

(e) Reports and detailed written evidence shall be submitted to the clerk at least eight (8) business days before a hearing, to the extent feasible, to allow the Quasi-Judicial Body, the parties and interested persons the opportunity to review the documentation prior to the hearing.

(9) If, after notice of hearing, a party does not appear, the hearing may be conducted, and an order entered, in the absence of the party.

(10) The Quasi-Judicial body shall have the authority to issue any and all orders to afford the proper relief, and this authority shall include the authority to grant continuances to a date-certain upon good cause shown.

(11) At the conclusion of the presentation of the evidence and the taking of testimony, the Quasi-Judicial body shall close the public hearing and proceed to deliberate. The Quasi-Judicial body shall endeavor to make a determination based upon the appropriate criteria.

(12) At the conclusion of the hearing, if and only if relief is denied to the applicant, the Quasi-Judicial Body may direct the Quasi-Judicial Body's legal counsel to prepare a proposed order, which will include findings of fact and conclusions of law, for the Quasi-Judicial Body to consider as final action on a quasi-judicial matter. If such direction is given to the Quasi-Judicial Body's legal counsel, the hearing may be continued to another meeting at which the Quasi-Judicial Body will consider adopting the proposed order as presented or modified by the Quasi-Judicial Body. A copy of the final order will be provided to the applicant and other interested parties upon request.

(13) The clerk shall retain all of the evidence and documents submitted into evidence at the hearing. This shall include the official file in the matter, as well as any document presented at the hearing or demonstrative exhibit seen by the Quasi-Judicial body while making its decision. Nothing herein shall be deemed to prohibit any party from providing a court reporter for the proceedings. Any party wishing to appeal the decision of a Quasi-Judicial body shall have the responsibility to ensure compliance with Fla. Stat. 286.0105. The Quasi-Judicial body's decision is a final, appealable order and the matter shall not be remanded back to the original tribunal. The final decision reflected in the findings of fact and conclusions of law shall constitute the parties' exhaustion of all administrative remedies.

§ 54.06 EX PARTE COMMUNICATION.

(A) Ex parte communications, while not prohibited, are improper and greatly discouraged.

(B) The following process is hereby established for ex parte communications with any Local Public Official:

(1) Disclosure.

(a) The Local Public Official shall disclose the occurrence of all ex parte communications involving said official that relate to the quasi-judicial matter pending before the quasi-judicial body on which the Local Public Official serves.

(b) The disclosure shall occur by no later than the commencement of the final public hearing, or if no formal public hearing is held, then at the commencement of any hearing at which the final decision regarding the quasi-judicial matter is made. The Local Public Official shall disclose the ex parte communication orally or in writing. Any such writing disclosing the occurrence of the ex parte communication shall be placed in the official file regarding the pending quasi-judicial matter which file shall be maintained by the City and shall be made a part of the record.

(c) At the time of disclosure, the Local Public Official shall identify the person, group, or entity with whom the ex parte communication took place, the general substance of the ex parte communication, and any matters discussed which are considered by said official to be material to said member's decision in the pending quasi-judicial matter.

(d) Pursuant to Fla. Stat. 286.0115, the foregoing process established to disclose ex parte communications with Local Public Officials hereby removes the presumption of prejudice from ex parte communications.

(C) Commencement. For purposes of defining an ex parte communication, a quasi-judicial matter shall be said to exist at the time an application is filed with the City seeking relief that is quasi-judicial in nature.

(D) Site visits. Site visits constitute ex parte information and are greatly discouraged. Any Local Public Official who conducts a site visit of any property related to a quasi-judicial matter pending before the quasi-judicial body on which the official serves must adhere to the disclosure requirements set forth in paragraph (B)(1) supra, date of the site visit, and any information obtained by virtue of the site visit.

(E) Review of correspondence. Immediately upon review of any mail, email, or other written correspondence constituting an ex parte communication related to a quasi-judicial matter pending before the quasi-judicial body on which the Local Public Official serves, said document shall be placed in the official file regarding the pending quasi-judicial matter.

(F) City files. All documents reviewed by a Local Public Official prior to the final hearing on a pending quasi-judicial matter shall be placed in the official file regarding said matter. Said documents reviewed by the Local Public Official prior to the final hearing on a pending quasi-judicial matter and any disclosure memoranda shall be available for public inspection. By no later than the commencement of the final public hearing, or if no formal public hearing is held, then at the commencement of any hearing at which the final decision regarding the quasi-judicial matter is made, the clerk shall make said correspondence, mail, written communications, and any

disclosure memoranda placed in the official file a part of the record. All of the foregoing documents shall be received by the quasi-judicial body as evidence, with the exception of disclosure memoranda, subject to any objections interposed by participants at the hearing.

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: "Quasi Judicial Hearing Procedures Ordinance." More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, CREATING MUNICIPAL CODE SECTIONS 54-1 THROUGH 54- 6 ESTABLISHING PROCEDURES FOR QUASI-JUDICIAL PROCEEDINGS; PROVIDING FOR CONFLICTS, SEVERABILITY, REPEAL, 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:
 - 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.

¹ See Section 166.041(4)(c), Florida Statutes.

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 procedures for quasi-judicial hearings as none currently exist in the City's code.

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.It is not anticipated that businesses will incur any direct compliance costs. There are no fees associated with the ordinance. There are no costs or revenue associated with the ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: It is not anticipated that any businesses will be impacted by the proposed ordinance.

4. Additional information the governing body deems useful (if any): Providing clear and consistent guidelines for quasi-judicial hearings will be a benefit to the public, staff and commission.

Discussion/Direction Resolution 2024-R-153 authorizing the execution of a retainer agreement with the firm Sniffen & Spellman, P.A. for investigative services and amending the FY 2023-2024 budget accordingly.

STAFF REPORT

DATE: August 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Commissioner McCaskill originally requested an agenda item to provide status regarding the investigation related to the City Manager.

BACKGROUND

The City Commission called for an investigation into the practices of the City Manager at the July 8th City Commission meeting. At the July 11th City Commission meeting the Commission made Commissioner McCaskill the liaison regarding the hiring of a firm to handle the investigation.

This item along with item B were tabled at the July 25th meeting until a time that the City's Employment Attorney could be present. At the August 6th Special Called City Commission meeting, the Manager advised he was not amenable to an extension to the probationary period provision of his contract. Item A, (the item entitled Discussion/Direction Resolution 2024-R-153 authorizing the execution of a retainer agreement with the firm Sniffen & Spellman, P.A. for investigative services and amending the FY 2023-2024 budget accordingly) was postponed until the August 8, 2024 City Commission meeting.

PROJECT ANALYSIS

The firm Sniffen & Spellman, PA have submitted a retainer agreement for investigative services for the City Commission's consideration. Attorneys will bill the City in the hourly rate of \$375 and it is anticipated that the fees will not exceed a total of \$30,000. A budget transfer will be needed to fund the investigation. The retainer agreement states:

Estimated Fee: We know minimal information at this time. From what we do know, we anticipate that the total amount of fees required to complete this investigation will not exceed \$30,000. Please note that this figure does not guarantee completion of our work for less than that amount. If, as this investigation proceeds, we discover that this amount is insufficient, we will inform you at once, and work with you to determine the best course of action. This amount is also exclusive of costs, such as mileage for travel, lodging expenses, postage, duplication (if voluminous materials must be duplicated), or the use of any specialized technology for, as an example, examining metadata or the contents in a mobile device.

Staff Recommendation

Discuss and if the Commission feels it is in the best interest of the City to move forward, adopt the Resolution.

ATTACHMENTS

1.	2024-R-153 RETENTION AGREEMENT WITH SNIFFEN & SPELLMAN, P.A. FOR THE PURPOSE OF AN EMPLOYMENT INVESTIGATION AMENDING THE FY 2023-24 BUDGET
2.	Comm McCaskill Request
3.	Email from firm
4.	Retainer Agreement
5.	2024.07.25 minutes

RESOLUTION 2024-R-153

**A RESOLUTION OF THE CITY OF PALATKA
AUTHORIZING THE EXECUTION OF A RETENTION
AGREEMENT WITH SNIFFEN & SPELLMAN, P.A. FOR
THE PURPOSE OF AN EMPLOYMENT INVESTIGATION;
AMENDING THE FY 2023-24 BUDGET; PROVIDING FOR
AN EFFECTIVE DATE AND PROVIDING FOR
SCRIVENER’S ERRORS**

WHEREAS, the City of Palatka wishes to conduct an employment investigation into the management practices of the City Manager; and

WHEREAS, the City under the counsel of the City’s employment attorney has selected Sniffen & Spellman, P.A. firm; and

WHEREAS, Fla. Stat. 287.057 exempts legal services from the requirements for solicitation processes; and

WHEREAS, a budget amendment is necessary in order to pay for the services to be rendered; and

WHEREAS, the City Commission feels it is in the best interest of its employees and citizens to enter into an agreement with Sniffen & Spellman, P.A. for investigative services.

NOW, THEREFORE, be it resolved by the City of Palatka:

- 1) The Mayor and the City Clerk are authorized to execute an agreement with Sniffen & Spellman, P.A. for investigative services;
- 2) The revenues of the FY 2023-24 budget are amended as follows:

GL Line	Description	Last Approved	Recommended Amendments	As Amended
	Reserves		(\$30,000)	

That the expenditures of the FY 23-24 budget are amended as follows:

GL Line	Description	Last Approved	Recommended Amendments	As Amended
001-25-513-3-3100			\$30,000	

- 1) This resolution shall take effect immediately upon its adoption; and
- 2) The Mayor, 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 25th day of July, 2024.

CITY OF PALATKA

By: **Its Mayor**

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Sunni Krantz

From: tammie mccaskill <tlmccaskill01@yahoo.com>
Sent: Friday, July 19, 2024 3:46 PM
To: Troy Bell; Sunni Krantz
Subject: Agenda Items

I would like to add a progress update, as an item to the July 25, 2024 agenda, regarding the investigation related to the City Manager. In my opinion, it is important to add this item for the sake of transparency, for both parties, and to inform the board through compliance of the Sunshine Law.

Thanks,
Tammie

From: [Leigh Ann Kiser](#)
To: [Sunni Krantz](#)
Cc: [Dawn Whitehurst](#); [Michael Spellman](#)
Subject: Engagement Letter - Investigation of City Manager Bell
Date: Friday, July 19, 2024 3:36:24 PM
Attachments: [24.07.19 Engagement Ltr.pdf](#)

You don't often get email from lkiser@sniffenlaw.com. [Learn why this is important](#)

Good afternoon,

I am forwarding a letter and the following message from Attorney Dawn Whitehurst:

After talking with Ms. Susan Erdelyi and Commissioner Tammie McCaskill concerning the need for the services of an investigator, we are submitting Sniffen & Spellman's letter of engagement outlining the scope of our investigative services. Please provide this letter of engagement to the Mayor and all of the City Commissioners for their review and consideration. Once this letter of engagement is approved, please have it executed with the signature of the Mayor and your signature as the Clerk. If you should have any questions, please feel free to contact me at 850-205-1996. Thank you.

Sincerely,

LeighAnn Kiser

Legal Assistant to Michael P. Spellman, Terry J. Harmon,
Matthew J. Carson and Dawn P. Whitehurst

SNIFFEN & SPELLMAN, P.A.

TALLAHASSEE | WEST PALM BEACH | PENSACOLA

123 North Monroe Street
Tallahassee, Florida 32301
T (850) 205-1996 / F (850) 205-3004
E-mail: lkiser@sniffenlaw.com

Website: www.sniffenlaw.com / Twitter: [@Sniffenlaw](#)

IMPORTANT NOTICE REGARDING EMAIL COMMUNICATION: With changes in technology, the Firm is aware that email is a common method of communication; however, please keep in mind the following: **(1)** clients should never use computers maintained or monitored by others (e.g., work; public computers) when communicating about sensitive or attorney-client matters; **(2)** incoming emails may not be read immediately, because the intended recipient may be out of the office or otherwise unavailable; if your email communication is time-sensitive, please call our office to ensure we are aware of your email; and **(3)** the Firm uses automated filters to block viruses and unwanted emails. It is possible the Firm's network may not recognize your email address and prevent your emails from being properly delivered. Please call our office if we have not responded to your email within a reasonable time or if the matter is time-sensitive.

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DISCLAIMER: Pursuant to Circular 230 issued by the United States Treasury Department and relating to practice before the Internal Revenue Service, any comment or opinion in this communication relating to a federal tax issue is not intended to be used, and cannot be used, by a taxpayer for the purpose of avoiding tax-related penalties that may be imposed on the taxpayer.

SNIFFEN & SPELLMAN, P.A.

123 NORTH MONROE STREET • TALLAHASSEE, FL • 32301

PHONE: 850.205.1996 • FAX: 850.205.3004

WWW.SNIFFENLAW.COM

July 19, 2024

VIA ELECTRONIC MAIL: skrantz@palatka-fl.gov

City of Palatka, Florida

City Commissioners

201 N. 2nd Street

Palatka, FL 32177

RE: Investigation of Palatka City Manager Darryl Le Troy Bell

Dear Mayor and City Commissioners:

This letter will confirm that the Sniffen & Spellman, P.A. Law Firm is willing and able to undertake an investigation into the City of Palatka's City Manager, Darryl Le Troy Bell. Below, please find details regarding our engagement.

Scope: The scope of this investigation will be limited to: 1) the alleged conduct of Mr. Bell, which has been the subject of certain complaints submitted by former and current City employees; 2) the nature and extent of Mr. Bell's adherence to the provisions of his Employment Agreement with the City; 3) Mr. Bell's attendance and performance as City Manager.

Hourly Rate: We understand that the City needs an investigation completed not later than the first week of August, 2024. Because of this short timeframe, although I will serve as the lead attorney, Mark Logan and Michael Spellman will assist me. All attorneys working on this matter will be billed at the hourly rate of \$375.

Estimated Fee: We know minimal information at this time. From what we do know, we anticipate that the total amount of fees required to complete this investigation will not exceed \$30,000. Please note that this figure does not guarantee completion of our work for less than that amount. If, as this investigation proceeds, we discover that this amount is insufficient, we will inform you at once, and work with you to determine the best course of action.

This amount is also exclusive of costs, such as mileage for travel, lodging expenses, postage, duplication (if voluminous materials must be duplicated), or the use of any specialized technology for, as an example, examining metadata or the contents in a mobile device.

Methodology: If the City retains our services, we will ask that notification be provided by the City to current and former employees designated by us to fully cooperate with us, including by providing us access to documents, electronic data, and agreeing to be interviewed, among other tasks. At the conclusion of our interviews and review of documents and other information, we will provide the City with a written report which will contain our factual findings. Please note that any

provide the City with a written report which will contain our factual findings. Please note that any final report issued by our Firm will not provide any recommendations regarding how the City should act or respond to our findings. Thus, our role will simply be that of a fact finder.

We understand that Commissioner Tammie McCaskill will be our principal point of contact regarding our representation. In order to maintain the integrity of our investigation, we will communicate directly with her as to our progress and as to procedure but not as to the substance of our investigation. We will also likely reach out to the City Clerk and/or the City Attorney regarding any need we have to access City records as well as access to potential interview subjects.

Confidentiality: Our investigation will remain confidential and exempt from public records disclosure until it is completed as provided pursuant to Section 119.071(2)(k), Florida Statutes.

If our proposed agreement meets with your approval, please have the appropriate City official execute the same and return a copy to us. If you have any questions about the scope of our engagement or if it needs to be revised, please do not hesitate to contact me or my legal assistant, Leigh Ann Kiser, by telephone at 850-205-1996 or by email at dwhitehurst@sniffenlaw.com or lkiser@sniffenlaw.com.

Sincerely,
Sniffen & Spellman, P.A.



Dawn P. Whitehurst

DPW/lk

Approved by the City Commission of the City of Palatka.

CITY OF PALATKA

By: Roberta Correa, Mayor

Date

ATTEST

Sunni Krantz, City Clerk

Date

ROBERTA M. CORREA
MAYOR - COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



TROY BELL, ICMA-CM
MPA, MS-Finance
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI L. KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA
MS-Taxation
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT

MINUTES

CITY OF PALATKA

July 25, 2024

The minutes of the proceedings of a special called meeting of the Palatka City Commission held on Thursday, July 25, 2024 at 6:00 PM at City Hall, 201 N. 2nd St., Palatka, FL 32177.

1. CALL TO ORDER

The meeting called to Order at 6:00 PM.

a. Special Called Meeting Notice

The Clerk read the meeting notice.

b. Invocation

An invocation was led by Commissioner Campbell.

c. Pledge of Allegiance

Commissioner McCaskill led the pledge of allegiance.

d. Roll Call

Present: Commissioner Tammie McCaskill

Commissioner Justin Campbell

Commissioner Will Jones

Commissioner Rufus Borom

Mayor Roberta Correa

Also Present: Troy Bell, City Manager; Sunni Krantz, City Clerk; Marcia Carty, Finance Director; Virginia Jones, HR Generalist; Peter Willott, Public Information Officer; Eddie Cutwright, Community Affairs Director; Chris Taylor, Fire Chief; Jason Shaw, Police Chief; Tobby Williams, Police Captain; Yul McNair, Airport Manager; Allegra Kitchens, former City Commissioner; Also present: Nicole Grace, Vicki Duke, Sarah Cavacini, Palatka Daily News; Allegra Kitchens, former City Commissioner; Shelley Shancker

2. PUBLIC COMMENTS

a. Public Comments - (Speakers limited to three minutes - no action taken on items)

The floor was opened to public comment.

Vicki Duke 105 Carriage Terr., Palatka, FL 32177 - spoke in opposition to disrespect shown to the Mayor and discord during the last Commission meeting.

Hearing nothing further, the floor was closed to public comment.

3. REGULAR BUSINESS

- a. Discussion/Direction Resolution 2024-R-153 authorizing the execution of a retainer agreement with the firm Sniffen & Spellman, P.A. for investigative services and amending the FY 2023-2024 budget accordingly.

A RESOLUTION OF THE CITY OF PALATKA AUTHORIZING THE EXECUTION OF A RETENTION AGREEMENT WITH SNIFFEN & SPELLMAN, P.A. FOR THE PURPOSE OF AN EMPLOYMENT INVESTIGATION; AMENDING THE FY 2023-24 BUDGET; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR SCRIVENER'S ERRORS

Commissioner McCaskill summarized the events leading to the meeting. The City's employment attorney, Ms. Erdelyi of Marks Gray, P.A. has recommended the firm Sniffen & Spellman for investigative services, who has submitted a letter for retainer. She has also recommended an extension to the Manager's probation period to allow for additional opportunity for interviews to be fair and impartial and not rushed. The Manager has not responded as to whether he is amenable to the extension. The cost is not anticipated to exceed \$30,000. The Commission would collaborate at the end of the investigation.

Commission discussion commenced. Commissioners Campbell and Borom expressed concern regarding the cost of the investigation. Commissioners Campbell and Jones referenced past concerns raised regarding Ms. Erdelyi recommending an investigator. He expressed concern Ms. Erdelyi reached out to see if Mr. Bell was amenable to an extension to his probation. Commissioner McCaskill advised Ms. Erdelyi asked her prior to reaching out to Mr. Bell. Ms. Erdelyi also indicated she would reach out to the Mayor.

Commissioner McCaskill spoke of concern to not easily identify the employees and concern that a price tag should not be placed on the possibility of a difficult work environment having an investigation related to City employees' health.

Commissioner Borom expressed concern Human Resources does not have documents pertaining to an investigation and Human Resources should be leading the contact with external entities. Commissioner Borom expressed he is not friendly to extending Mr. Bell's probation period. Mayor Correa spoke in support of the extension to the probation.

Commissioner Campbell expressed concern Mr. Bell was in the room. Upon inquiry if he would leave the room, Mr. Bell exited the room.

Discussion commenced regarding alternate investigators. Commissioner McCaskill advised she reached out to the City's lobbyist, Yolanda Cash Jackson, to see if Becker & Poliakoff would have a recommendation of an investigator, and has not received a reply. Commissioner Campbell referenced Mr. Bell's contract regarding severance and asked if the Florida Commission on Ethics had been reached out to. Commissioner McCaskill expressed she would be willing to reach out to anyone. Commissioner Jones recommended referring the grievance to the Florida Commission on Ethics. The services of the ethics commission are free and they would have to develop a scope and a timeframe. Commissioner Jones also recommended reaching out to the equal employment opportunity commission.

Discussion commenced regarding understanding the scope of the matter. Commissioner McCaskill advised individuals are willing to write statements, however they want to ensure they are protected she referenced an individual who wanted to file a grievance, but allegedly the manager wanted to have a meeting with the person. Mayor Correa expressed concern the documents would become public record. Commissioner Campbell asked for an abstract or summary of the employee concerns so the Commission can understand the scope of the matter. Mrs. Jones advised the Commission she has not received a grievance regarding the City Manager. She advised if she did, it would go to the Commission. Mrs. Jones advised she has not received a complaint regarding herself.

The Clerk advised Ms. West and Ms. Erdelyi are at a conference. She advised the City Attorney has referred employment matters to Ms. Erdelyi. Mayor Correa expressed Commissioner McCaskill has had contact with Ms.

Erdelyi. Mayor Correa suggested the Charter Review Committee review who the Attorney who reports to.

Motion by Commissioner Campbell to table items a and b to allow things to carry on as they are. Commissioner McCaskill has received direction to provide a summary of the conversation that was brought to her and make her contact our employment attorney to seek her availability to schedule a meeting to move these items forward. Second by Commissioner McCaskill. Motion passed unanimously.

Commissioner McCaskill has received a letter from a former employee and provided it as a handout to the meeting. Commissioner McCaskill expressed when an investigation is conducted it falls back on the Commission to say the direction we want to go into.

- b. Discussion/Direction Resolution 2024-R-154 authorizing the execution of an addendum to the employment agreement with the City Manager, upon acceptance by the City Manager

See above.

- c. City of Palatka Strategic Goal-Setting

Mayor Correa expressed the item is to provide measurable goal points or objectives. Commissioner Campbell indicated the Commission should provide what they collectively want to see and he and Mayor Correa has not met one on one with the Manager regarding the goal setting. Mayor Correa spoke regarding the goals set at the workshop from page 29 of the agenda packet. Mayor Correa indicated the majority of the goals are measurable such as establish strategic plan, review policies for equality issues, identify missing policies, written practices, etc. Mr. Bell spoke regarding accomplishments and indicated the existing organization chart is 95% complete, however he plans additional organizational changes. Manager Bell provided an email he sent to the Commission of enhanced details on the goals. Discussion continued regarding matrix tools to measure performance. Manager Bell indicated one can be developed and brought back. Commissioner Campbell recommended that if the measures are yes no or maybe that there be more explanation as to why.

Discussion commenced regarding what the Commission would like to see under "Organizational Management". Mayor Correa asked for an organization goal of creating an environment that fosters interactions between staff members and supervisors. Mayor Correa advised the need to explain to the public how to process things and move forward. Mr. Bell spoke regarding the effort to identify missing written policies. Commissioner Borom spoke in support and Commissioner McCaskill spoke less favorable to remote work. Commissioner Campbell suggested having a pot for remote work within a time period. Mrs. Jones expressed City Staff will be continuing bringing back personnel policies to the Commission for consideration.

Discussion commenced regarding community engagement. Commissioner Campbell and Borom spoke regarding the importance of following up with citizens. Mayor Correa and Commissioner Campbell recommended a citizen's academy as an item under community engagement. Commissioner Borom suggested mini-informational citizen workshops led by Department Heads. Commissioner Campbell spoke regarding the Clerk's efforts to do this with the Youth. (Commissioner McCaskill suggested the Commission be invited to the Youth Ambassador program field trips and Commissioner Campbell referenced a sunshine law concern.) The Manager spoke regarding his efforts to look into citizen engagement platforms Thrill Share and Point-Click-Fix . The Manager is looking into the cost of this and Thrill Share. The Manager advised the present Public Works/Code Enforcement program iWorq is somewhat limited in this regard. Mr. Bell spoke regarding the City Manager's office being responsive to complaints. Commissioner Borom asked for something that relates to engagement with the community when they come to the establishment. Commissioner McCaskill suggested having a QR code on customer satisfaction for when people come in and Commissioner Borom suggested having it on the website. Mr. Bell spoke regarding the need to hear the input of citizens that do not attend Commission meetings. Commissioner Campbell recommended that bullet point two be changed from "provide input and feedback from typically unheard voices" to "solicit and provide input and feedback from typically unheard voices". Commissioner Campbell asked for more visibility of the departments in the community. Commissioner Campbell asked for a better relationship with the Chamber of Commerce to have City events on their master calendar. Commissioner McCaskill and Mayor Correa

spoke regarding the need to showcase our employees more, such as the "in the spotlight" done by St. Augustine.

Regarding the professionalism category, Commissioner Campbell recommended that professionalism development and teamwork be placed under professionalism. Commissioner Borom expressed the need to have a presentable space when other entities use our facilities. Commissioner Campbell spoke regarding the need to uplift the esthetics of City facilities. Commissioner Campbell expressed the need to get the best use out of our facilities and vet City Hall and the annex and provide the Clerk an office due to sensitive things. Commissioner McCaskill suggested looking into doors like HR has for hardening. Mr. Bell and the Commission spoke regarding the need to minimize errors in documents. Commissioners Campbell and Borom expressed the need to have a unified look to department presentations. Commissioner Campbell spoke regarding how we conduct ourselves in our meetings.

Regarding Commission relations, the Commission encouraged receiving weekly updates from the City Manager. Commissioners McCaskill and Campbell spoke regarding the need for team building. Commissioner Campbell expressed the need for refreshers for the Commission.

Discussion continued regarding priorities, Commissioner Jones asked the manager implement quality assurance of our projects, including penalties for being late and subpar work. He asked that it be priority number one or two. Commissioner Borom asked for a monthly budget and spoke regarding projects coming over budget. Commissioner Borom spoke regarding the need to expand the North Tax Increment Fund. Commissioner Campbell asked that projects be put on the calendar.

Discussion culminated with a recap. Commissioner Campbell asked the Manager to break the list down as to what we can obtain in 3 months, 6 months, 9 months, etc. He also asked for a matrix system to be brought back. Commissioner McCaskill recommended bringing back a calendar for workshops with the department heads. Mr. Bell asked the Commission to look at the proposed Mission, Vision and Values and provide feedback prior to August 29 as it would like to be apart of the budget presentation.

4. ADJOURN at 8:19 PM

Motion to adjourn by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion passed unanimously.

CITY OF PALATKA

By: Its Mayor

Attest:

City Clerk

NOTICES: ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, AT THE APPLICANT'S EXPENSE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 286.0105

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

ACCOMMODATIONS.