

**ROBERTA M. CORREA**  
MAYOR - COMMISSIONER

**TAMMIE McCASKILL**  
COMMISSIONER

**JUSTIN R. CAMPBELL**  
COMMISSIONER

**WILL JONES**  
COMMISSIONER

**RUFUS J. BOROM**  
COMMISSIONER



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

**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**  
**November 14, 2024 at 6:00 PM**

**1. CALL TO ORDER**

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

**2. APPROVAL OF MINUTES**

- a. June 11, 2024 Executive Session
- b. July 16, 2024 Executive Session
- c. August 27, 2024 Executive Session
- d. October 14, 2024 Special Called Meeting
- e. October 24, 2024 Regular Meeting

**3. PUBLIC RECOGNITION/PRESENTATIONS**

- a. RECOGNITION - Lucy F. Hutcherson - 100th birthday December 18, 2024
- b. PROCLAMATION - Recognition of the Rotary International and the Interact Club's service to the community during World Interact Week November 4 - 10, 2024
- c. IN THE SPOTLIGHT - Employee of the Month
- d. RECOGNITION - City's employees - U.S. Military Veterans
- e. RECOGNITION - Palatka Fire Department B-Shift personnel, Captain Kenny Reed and Firefighter Lauren Futch deployment to Dixie County after catastrophic hurricane damage
- f. PRESENTATION - Florida Department of Transportation closing of "Short" Crill Avenue
- g. PRESENTATION - Policy Updates
- h. PRESENTATION - New Hires

**4. CITY MANAGER AND ADMINISTRATIVE REPORTS**

- a. PRESENTATION - American Rescue Plan Act funding (ARPA)
- b. UPDATE - Airport Land Swap

- c. UPDATES - Interim City Manager verbal reports
- d. Update - City Manager Search

## 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-227 ratifying the Community Redevelopment Agency's recommendation of renewing the Memorandum of Understanding with the Small Business Development Center
- b. ACCEPTANCE of the resignation of Arthur Leary of the Firefighters Pension Board
- c. ADOPT RESOLUTION 2024-R-234 authorizing the execution of an extension to Svein Bakken's Building Improvement Grant as recommended by the Community Redevelopment Agency during its October 14, 2024 meeting
- d. ADOPT RESOLUTION 2024-R-228 authorizing the execution of a 1-year renewal agreement with Becker & Poliakoff, PA for lobbyist services in an amount of \$60,000.
- e. ADOPT RESOLUTION 2024-R-237 authorizing the purchase of two vehicles for Public Works from Beck Auto Sales (total cost: \$128,678.91, budgeted in the FY 2024-25 budget)
- f. ADOPT RESOLUTION 2024-R-229 rejecting all bids for Invitation to Bid (ITB) 2024-08 Palatka City Hall Renovation project
- g. ADOPT RESOLUTION 2024-R-232 awarding ITB 2024-20 and execution of a contract for the Lift Station 16 Improvements project to Ferreira Construction Company in amount not to exceed \$1,686,680. (\$340,196 grant funded with remaining budgeted with City funds in FY 24-25)
- h. ADOPT RESOLUTION 2024-R-235 authorizing a FY 2024-25 budget amendment for the use of evidence funds
- i. ADOPT RESOLUTION 2024-R-236 authorizing a FY 2024-25 budget amendment for Justice Assistance Grant D funding in the amount of \$6,275
- j. ADOPT RESOLUTION 2024-R-233 authorizing the purchase of 10 police vehicles and equipment in a not-to-exceed amount of \$603,000 (\$250,000 of the amount is grant-funded)
- k. ADOPT RESOLUTION 2024-R-240 authorizing a FY 2024-25 budget transfer to accommodate the donation to the Animal Rescue Konsortium (ARK) for a mobile animal clinic in the amount of \$10,000 utilizing ARPA funding
- l. ADOPT RESOLUTION 2024-R-242 - authorizing approval of a settlement concerning 424 Emmett Street in City of Palatka v. Maria Corporation of Seminole, Inc.
- m. ADOPT RESOLUTION 2024-R-243 - authorizing a reduction of the lien on 411 Laurel Street
- n. ADOPT RESOLUTION 2024-R-244 authorizing a Special Events Permit to DPI, Inc. and DPE, Inc. for the Palatka Christmas Parade to be held November 29, 2024
- o. ADOPT RESOLUTION 2024-R-215 granting a special events permit to Bread of Life for Beck 5-K Run to be held on December 7, 2024
- p. ADOPT RESOLUTION 2024-R-245 granting a special events permit to Southside Historical Neighborhood Association for the Palatka Porch Music Fest to be held on December 7, 2024
- q. ADOPT RESOLUTION 2024-R-216 granting a special events permit to Sunshine State Bass Nation Tournament Series, Inc for Florida B.A.S.S. Nation Junior /High School Fall & North Regional



qualifiers to be held on December 14 - 15, 2024

- r. ADOPT RESOLUTION 2024-R-194 granting a special events permit to City of Palatka Community Affairs for Jingle Jam to be held on December 21, 2024
- s. ADOPT RESOLUTION 2024-R-217 granting a special events permit to Blue Crab Productions for Old Years Day to be held December 31, 2024
- t. ADOPT RESOLUTION 2024-R-231 granting a special events permit to The Putnam County Chamber of Commerce for Bassmaster Elite Series Tournament and the 76th Azalea Festival (Angelers and Azaleas) to be set up and held on February 16–23, 2025
- u. ADOPT RESOLUTION 2024-R-238 authorizing the emergency purchase of an Aeration Tower for the Water Treatment Plant in an amount not to exceed \$45,532.60 (to be funded by the Water Treatment Plant Capital Outlay budget)

## 7. REGULAR BUSINESS

- a. Recess for 10 minutes at 7:30 PM.
- b. ADOPT RESOLUTION 2024-R-206 authorizing the City's Youth Ambassadors to host a canned food drive as its community service project for 2024-25
- c. ADOPT RESOLUTION 2024-R-194 authorizing the designation of the Live Oak at Riverfront Park as a Liberty Tree to make the 250th anniversary of the American Revolution - requestors: St. Augustine Chapter of the Sons of the American Revolution and the William Bartram Chapter of the Daughters of the American Revolution
- d. ADOPT RESOLUTION 2024-R-241 authorizing the execution of a union agreement with the Police Benevolent Association
- e. ADOPT Commission Calendar for 2025
- f. ADOPT RESOLUTION 2024-R-239 authorizing the execution of an employment agreement with Terrill L. Hill as Interim City Manager
- g. DISCUSSION/DIRECTION for the funding of the demolition of 1122 Bronson Street (Old Best Packers)

## 8. PUBLIC HEARINGS

- a. ADOPT RESOLUTION 2024-R-230 approving the Palatka Mall Final Plat (400 N. SR 19)

## 9. COMMISSIONER COMMENTS

## 10. ADJOURN

|                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Upcoming Events</b><br>December 9 - CRA Meeting 5:00 PM<br>December 12- Student of the Month 5:30 PM<br>December 12 - City Commission Meeting 6:00 PM | <b>Board Vacancies</b><br>Historic Preservation Board - 1 vacancy<br>Zoning Board of Appeals - 3 vacancies<br>Police Officers' Pension Board - 1 vacancy<br>Putnam County Library Board - 1 City appointment vacancy<br>Putnam County Better Place Plan Oversight Committee - 1 City appointment<br>Upcoming vacancies<br>Planning Board 2 in December 2024<br>General Employees Pension Board 2 in December 2024 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|  |                                                                                         |
|--|-----------------------------------------------------------------------------------------|
|  | Palatka Gas Authority 2 in January 2025<br>Firefighters Pension Board 1 in January 2025 |
|--|-----------------------------------------------------------------------------------------|

## STAFF REPORT

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

The Clerk is asking for approval of the Minutes of the various executive sessions that have occurred regarding the Police Union matter, and the Minutes of the two City Commission meetings in October.

### **BACKGROUND**

### **PROJECT ANALYSIS**

### **Staff Recommendation**

Approve Minutes as read.

### **ATTACHMENTS**

|    |                              |
|----|------------------------------|
| 1. | 2024.06.11 Executive Session |
|----|------------------------------|

**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**  
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CHIEF, POLICE DEPT.

**CHRIS TAYLOR**  
CHIEF, FIRE DEPT

## **MINUTES** **CITY OF PALATKA** **June 11, 2024**

The proceedings of an Executive Session of the Palatka City Commission held on the 11th day of June 2024, at Palatka City Hall, 201 N. 2nd St., Palatka, FL 32177

**1. CALL TO ORDER** The executive session was called to Order at 5:04 PM.

**a. Roll Call**

Present:

Commissioner Justin Campbell

Commissioner Will Jones

Commissioner Rufus Borom

Mayor Roberta Correa

Absent:

Tammie McCaskill (excused)

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; Jason Shaw, Police Chief; Avery Hunter, HR Coordinator (present via telecommunications technology)

**b. Special Call Notice**

The notice was read by the Clerk.

**2. REGULAR BUSINESS**

**a. PRESENTATION/DISCUSSION - Police Union Negotiations**

Mr. Bell introduced the item. Negotiations have been going on with the newly formed Police Union (Police Benevolent Association ) for nearly a year. We are to the point that a draft contract has been proposed. There are approximately 18 members of the Union at this time.

Ms. West outlined the contract from the agenda packet. Some of the controversial issues included in the negotiations with the PBA: Article V, Section 10, and Article 21, subsection 20.

Discussion commenced with Chief Shaw and Ms. West regarding Article V, Section 10. Ms. West explained that this contract language calls for a written reprimand to be marked "no longer effective" and purged from the personnel file after 24 months, but would still be a public record kept in a different file. Chief Shaw explained the disciplinary software tracks reprimands even if they are moved out of the personnel file, as it follows their whole career. This language is similar to that in contracts in other areas of the state. Human Resources will mark the hard copy "no longer effective". Ms. Jones advised written reprimands are not purged from general employees'

files.

Ms. West indicated that during negotiations much discussion was concerning work schedules, overtime, exchange of time, and wages. The Union attorney conceded the policies the City has in place are preferable to many of the provisions they initially proposed (for example, the City's Step-in-Grade Policy). Ms. West advised Article 9 Section 8 effecting comp time is not the same as that for other employees. Commissioner Jones asked if by giving this to the Police Union, the City would be required to give it to the Fire Department as apart of the Fire Union's "me too" clause. Discussion commenced regarding the possibility of limiting comp time or the amount of time it should be taken. Ms. West advised the City of Palatka's Pay Schedule has not been updated since 1990. We could remove the Pay Schedule and keep the Step-in-Grade. Commissioner Campbell expressed the need to have it in our minds to address the Pay schedule City wide.

Commissioner Jones pointed out a typographical error of "composition" instead of "compensation" within Article 12.

Discussion continued regarding Rule 7 of the step-in-grade policy, Commissioner Jones expressed concern that subsections a and c would create 2 advances in the same year. Ms. West noted we may want to update this policy in the future. For the purpose of this negotiation, we advised the Union we would substitute our current policy.

Regarding Article 21, subsection 2, Ms. West advised the Police Department wants take-home vehicles for 30 air miles to be allowed. Ms. West advised this is the most important of the Union attorney's demands (page 47 of the agenda packet). Chief Shaw advised air miles can differ from driven miles by 2-6 miles per mile. He advised 30 air miles from Palatka would be around Orange Park. Chief Shaw advised employees are encouraged to live in the City and at this time ,there are less than 10 officers that travel that far. Commission discussion commenced regarding this section. Commissioner Campbell expressed he would rather a take-home vehicle be at an employee's residence versus a secure (business) location. Commissioner Jones expressed concern regarding the increased mileage on the take-home vehicles and indicated support for 20 aeronautical miles versus 30. Commissioner Campbell advised he knew individuals who did not apply due to the current policies on take-home vehicles. Chief Shaw advised the purpose of the take-home policy is for greater visibility in the community and to deter crime. However, he has seen potential hires be willing to take a step back in pay if they could have a take-home vehicle. Mayor Correa suggested exploring a live-where-you-work program in the future for all employees and Commissioner Borom supported an incentive for all employees to live in the City limits.

Ms. West advised other high points of the contract are Article 21 window tinting and Article 20 educational reimbursement. At this time, City employees do not receive educational reimbursement.

Due to time constraints, Ms. West advised she would make some of the revisions requested and another executive session can be scheduled to speak on air miles, tinting and educational reimbursement. Commissioner Campbell asked Staff to advise the Police Union the contract it is under consideration by the Commission.

3. ADJOURN Motion to adjourn by Commissioner Jones at 6:31 PM  
Second by Commissioner Borom

CITY OF PALATKA

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By: Its Mayor

Attest:

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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

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CHIEF, POLICE DEPT.

**CHRIS TAYLOR**  
CHIEF, FIRE DEPT

**MINUTES**  
**CITY OF PALATKA**  
**July 16, 2024**

The minutes of the proceedings of an executive session of the Palatka City Commission held on Tuesday, July 16, 2024 at 9:00 AM at City Hall, 201 N. 2nd St., Palatka, FL 32177.

**1. CALL TO ORDER - TIME ALLOTTED 60 MINUTES**

The following are the Minutes of a Special Called Executive Session held on July 16, 2024 at 9:00 AM.

**a. Roll Call**

Present:

Commissioner Justin Campbell (present via  
telecommunications technology)  
Mayor Roberta Correa

Absent:

Commissioner Will Jones (excused)  
Commissioner Tammie McCaskill  
Commissioner Rufus Borom

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

**b. Special Called Executive Session Notice**

The notice was read by the Clerk.

**2. REGULAR BUSINESS**

**a. PRESENTATION/DISCUSSION - Police Union Negotiations**

Ms. West advised the session today does not require a quorum to discuss the matter. However, there was expectation on her part she was going to get feedback on the proposed union negotiation contract in negotiation prior to this session and at this session she would get clarification on language the Commission would like to see in the contract. She asked for the Commission to provide her with their feedback on the proposed contract. The manager clarified at the last executive session we left off at Section 21.

Mayor Correa and Commissioner Campbell felt it best to have more commissioners involved in the discussion.

**3. ADJOURN**

Motion to adjourn by Commissioner Campbell at 9:10 AM.

CITY OF PALATKA

By: Its Mayor

Attest:

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City Clerk

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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.



**ROBERTA M. CORREA**  
MAYOR - COMMISSIONER

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COMMISSIONER

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CHIEF, FIRE DEPT

## **MINUTES** **CITY OF PALATKA** **August 27, 2024**

The minutes of the proceedings of an executive session of the Palatka City Commission held on Tuesday, August 27, 2024 immediately following the public City Commission meeting scheduled for 6:00 PM. The session was held at the City Hall Annex 205 N. 2nd St., Palatka, FL 32177.

### **1. CALL TO ORDER (30 MINUTES ALLOTTED) at 6:44 PM.**

#### **a. Executive Session Notice**

read by the Clerk

#### **b. Roll Call**

Present:

Commissioner Tammie McCaskill

Commissioner Justin Campbell

Commissioner Will Jones

Mayor Roberta Correa

Absent:

Commissioner Rufus Borom

Also Present: Troy Bell, City Manager; Jane West, City Attorney; Sunni Krantz, City Clerk; Marcia Carty, Finance Director; Virginia Jones, HR Generalist; Jason Shaw, Police Chief; Matt Newcomb, Assistant Police Chief; Meg Zabijaka, Esq. (via telecommunications technology)

### **2. REGULAR BUSINESS**

#### **a. PRESENTATION/DISCUSSION - Police Union Negotiations**

Discussion commenced with the City Manager, the Police Chief, Ms. West and Ms. Zabijaka regarding the request of the Union to take home vehicles 30 air miles from the City limits. Mr. Bell advised going north from the City limits of Palatka 30 air miles would be just north of Fleming Island; 30 miles going west, would be the edge of Gainesville (Newman's Lake); going east, Marineland is 25 miles from the City limits; going southeast, Palm Coast is 36 miles away; and going South, 30 air miles would be near the intersections of Highways 40 and 19.

Commissioner Jones expressed concern regarding liability of the take home vehicles and asked about incentives to get employees to move into the City. Mayor Correa spoke regarding the possibility of approving this and adding incentive programs later in the year. She asked if we can ask the insurance company if we can ask for a rider for coverage from a liability perspective outside of the city limits. Chief Shaw advised once training begins, officers begin being paid. However, liability starts when they begin being a representative of the City. The Police Chief advised once someone is outside of the City limits of Palatka they are out of the line of duty.

Ms. Zabijaka spoke regarding whether there is an expectation of an officer to stop at an incident while in the vehicle before or after their shift. She asked to clarify whether they can use the vehicle (deviate) on personal errands on the way home in excess of 30 miles. Ms. Carty advised this is on page 26. She also expressed putting in the document what is the expectation of being off duty. She also spoke regarding the possibility of grandfathering in those over a certain amount. Chief Shaw responded because the officer is in a clearly marked vehicle, our officers are expected to aid in an emergency until emergency personnel arrives, with the exception that they cannot do traffic stops. Asst. Chief Newcomb advised this is the same if they were in their personal vehicle. Mr. Bell advised if they are in a take-home vehicle or a personal vehicle, as an officer, they have a duty to act when they witness a felony in progress and would report it as hours worked.

Discussion commenced regarding benefits that the Police Union is asking for that other employees do not have, such as take home vehicles to this distance and tuition reimbursement. The tuition reimbursement has been whittled down to two colleges. Chief Shaw spoke of concern regarding the K-9 stipend. The union is asking for a set rate (\$100) for the K-9 handler per week in addition to the stipend. Right now the stipend is \$77 per pay period. Chief Shaw and Ms. West spoke regarding the discussions that have occurred with the Police Benevolent Associations and clarified with them of the policy what was already in City policies.

Mr. Bell informed the Commission the take-home vehicles request the main request of the Police Union and they would be willing to settle the other remaining issues (including tinting windows) if they can have this. Commissioner Campbell spoke regarding focusing on the take home vehicles and secondly focus on the tuition reimbursement on an organizational level. If they are willing to compromise with the take home vehicles, he asked that be the focus. Commissioner Campbell indicated there is a greater risk of liability when parking the vehicle at a site versus the house of the law enforcement officer. He spoke regarding housing concerns. He advised if the Commission addresses window tinting, it should be done as a whole organization.

Mayor Correa summarized the need to spell out the deviation referenced by Ms. Zabijaka in the contract. Commissioners Campbell and McCaskill and Mayor Correa are okay with the 30 air miles request and the remaining hot topics being foregone. Commissioner Campbell advised he is okay with everything except the window tinting. Commissioner Jones spoke in favor of the union's requests. The Commission was okay with adding the K-9 stipend but not the additional \$100. Ms. Zabijaka advised the severability clause would cover if state law increases minimum wage (used in the calculation of the stipend per statute).

3. ADJOURN Motion to adjourn at 7:39 PM by Commissioner McCaskill.

CITY OF PALATKA

By: Its Mayor

Attest:

City Clerk

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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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MAYOR - COMMISSIONER

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CHRIS TAYLOR  
CHIEF, FIRE DEPT



## MINUTES CITY OF PALATKA October 14, 2024

The minutes of the proceedings of a special called meeting of the Palatka City Commission held on Monday, October 14, 2024 at City Hall, 201 N. 2nd St., Palatka, FL 32177.

- 1) CALL TO ORDER called to Order at 6:35 PM immediately following the Community Redevelopment Agency meeting.

- a) Special Called Meeting Notice

The notice was read by the Clerk.

- b) Roll Call

Present: Commissioner Tammie McCaskill  
Commissioner Justin Campbell  
Commissioner Will Jones  
Commissioner Rufus Borom  
Mayor Roberta Correa

Also Present: Marcia Carty, Interim City Manager/Finance Director; Jane West, City Attorney; Sunni Krantz, City Clerk; Virginia Jones, HR Manager; Joe Verrecchio, Public Works Operations Manager; Peter Willott, Public Information Officer; Eddie Cutwright, Community Affairs Director; Lorenzo Aghemo, Planning Director; Chris Taylor, Fire Chief; Jason Shaw, Police Chief; Matt Newcomb, Assistant Police Chief; Yul McNair, Airport Manager; Allegra Kitchens, former City Commissioner; Alonzo Mulberry, City Chaplain (via telecommunications technology)  
Annie Davis, Tim Jefferson, Alice Cooper, Allen Sheffield

- 2) PUBLIC RECOGNITION/PRESENTATIONS

- a) PROCLAMATION - Domestic Violence Awareness Month - October, 2024 - Lee Conlee House & Palatka Police Department

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

The Proclamation was accepted by Catherine Blevins, Police Department Victims Advocate, Lori Slaven, Lee Conlee House Executive Director and Commissioner Justin Campbell.

- b) PROCLAMATION - recognizing Emanuel United Methodist Church's 150th Anniversary

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

The Proclamation was accepted by Cynthia Asia and members of Emmanuel United Methodist Church. Ms. Asia invited the community to their anniversary celebration on Sunday at 4:00 PM.

3) CITY MANAGER AND ADMINISTRATIVE REPORTS

a) PRESENTATION - Legal Department and Agenda Request procedure

Ms. West advised a couple of clarifying changes have been made to the agenda request form, to ensure it is clear that the agenda request process is in the discretion of the City Manager. Commissioner Campbell asked that there be a level of communication with the City Manager so the Commission is aware of who wants to come before them. Ms. Carty concurred that if someone fills out the form, the Commission will be notified and of the actions the City Manager takes to resolve the issue.

Ms. West spoke regarding the litigation arm of the legal department. Efforts have been made for the department to act more in the fashion of a law firm. She spoke regarding several blight to bright issues, nuisance abatement, and foreclosures that have been resolved or ongoing, including Johns Metals. Commissioner Borom expressed the need to bring litigation to the Commission's attention and the need to work on improving insurance risk ratings.

b) UPDATE - Hurricane Helene aftermath

Ms. Carty advised that Community Affairs and Planning Departments both went out to the community following Hurricane Helene to assess damages. There was some flooding on Reid Street and a leak at one City facility. Also, the dock was damaged and the City will be pursuing an insurance claim. Commissioner Campbell asked for a way to notify citizens regarding roads that regularly are prone to flooding during storms.

c) UPDATE - Team Building

Ms. Carty advised all of the directors are working together. There is a City of Palatka Team Building Club, which consists of Ms. West, Ms. Jones, and Mr. Bruneau. Ms. Jones advised City Staff will be hosting a cleanup and sponsor an employee luncheon at the Jenkins facility. In December, City Staff will assist with Jingle Jam. In January, there will be a chili cook-off with prizes and trophies.

Commission discussion commenced. Commissioner Borom recommended the Club have a member from each department. Commissioner Campbell advised a few employees have contacted him regarding the City's leadership program, which the City has held in past years. He asked that each Commissioner be able to identify someone that would benefit from the course.

4) PUBLIC COMMENTS

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

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

b) **Commission and Staff Response**

5) **CONSENT AGENDA Motion to approve the consent agenda by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.**

- a) ADOPT RESOLUTION 2024-R-179 authorizing execution of Change Order #1 with Kent Brothers, Inc. for the Moseley Avenue to Railroad tracks project in the amount of \$143,352.62 for changes due to unforeseen conditions and reconciliation of unused quantities and quantity overruns.

MINUTES  
Palatka City Commission  
Special Called Meeting  
October 14, 2024

(100% grant funded).

- b) ADOPT RESOLUTION 2024-R-193 authorizing execution of Supplement No. 1 to Hanson Professional Services Scope and Fee Agreement of the Florida Commerce CDBG COVID Sidewalk project in an amount not to exceed \$23,187.57 (100% grant funded).
- c) ADOPT RESOLUTION 2024-R-186 authorizing the execution of Amendment No. 1 to LPA0602 Palatka Water Main Replacement via Florida Department of Environmental Protection (FDEP) to increase the grant total award to \$10,500,000 (100% grant)
- d) ADOPT RESOLUTION 2024-R-207 authorizing the execution of Work Order 24-69R with Passero Associates in the amount of \$34,800 for Construction Administration of the Airport Obstruction and Tree Removal contract with Precision Development Group LLC (100% FDOT grant funded)
- e) ADOPT RESOLUTION 2024-R-205 of the City Commission of the City of Palatka, Florida, authorizing the Mayor or the Palatka Police Department to execute an agreement for the acceptance of the 75/25% funded COPS grant in the amount of \$500,000 to be utilized to obtain four Law Enforcement Officers positions and equipment
- f) ADOPT RESOLUTION 2024-R-208 awarding RFP 2024-21 Holiday Decorating & Light Display Services to Miller Lights, Inc. in an amount not to exceed \$29,133.57 (budgeted in FY '24-25)
- g) ADOPT RESOLUTION 2024-R-200 granting a special events permit to Brian Stahl for 2024 Xtreme Bass Series Championship to be held on November 1st - 2nd
- h) ADOPT RESOLUTION 2024-R-204 granting a special events permit to The Community Affairs Department for Leaves and Laughter Fall Block Party to be held at Jenkins Community Center on November 9th
- i) ADOPT RESOLUTION 2024-R-201 granting a special events permit to Veterans of Foreign War Post 33 for Veterans's Day Parade and Ceremony to be held November 11th
- j) ADOPT RESOLUTION 2024-R-203 granting a special events permit to the Rotary Club of Palatka for the Palatka Craft Beer Festival 2024 to be held on November 23rd
- k) ADOPT RESOLUTION 2024-R-202 granting a special events permit to Blue Crab Productions for Artist Event to be held on November 30th

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- l) ADOPT RESOLUTION 2024-R-211 granting a special events permit to Community Affairs / Commissioner Jones for Break the Silence, Stop the violence Event to be held on October 19, 2024

6) REGULAR BUSINESS

- a) Recess for 10 minutes at 7:30 PM.

A recess occurred later in the meeting: 9:30 PM - 9:41 PM.

- b) DISCUSSION/DIRECTION: City Manager Search

Ms. Jones asked for input from the Commission on the outline provided in the agenda packet. In highlight of the outline, she advised during October a brochure will be created with the Commission's input. Phase II, would call for the Human Resources Department to place ads on the position, and a Community Advisory Group would be formed to involve the community. Phase III in January, would be the applicant screening process. Later, the Commission would create a short list of candidates. In Phase IV, there will be interviews and meet and greets with the candidates.

Commission discussion commenced, Commissioner Campbell recommended that in addition to the referenced individuals, have a meet and greet in a location large enough to be completely open to all citizens of Palatka. Commissioner McCaskill asked what an out-of-house process would look like. Commissioner Borom advised in the past he liked the search firm process. He asked that if we have a citizens' committee, that each commissioner appoint a committee member. Mayor Correa spoke in favor of beginning the process in-house. Commissioner Borom spoke of the need for the City Manager to be fully informed. General consensus of the Commission was to have the City Manager Search as an item on future agendas.

Commissioner McCaskill recommended former Mayor Hill as a 6-month interim City Manager while the search proceeds for a City Manager. Commissioner Campbell expressed concern that is not an agenda item today, and in response Commissioner McCaskill asked it be on the agenda at the next meeting. Commissioner Jones expressed the need that the Interim City Manager not desire the full-time role of City Manager. Commissioner Campbell expressed this conversation is premature and spoke of the need to start the process. Commissioner Jones asked will the Interim City Manager be eligible to apply.

Commissioner Borom spoke regarding the need to audit items that are remnants from various positions.

The floor was opened to public comment.

Ms. Allegra Kitchens 1027 S 12th St., spoke in support of keeping Ms. Carty in place.

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

**Motion to move forward with vetted process and add to next agenda the Interim question by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.**

- c) ADOPT RESOLUTION 2024-R-209 incorporating a policy regarding the acceptable use of City-owned IT equipment into the City's e-mail and internet policy (Appendix 19 of the Personnel Policy)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA INCORPORATING THE PROPOSED

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INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY TO APPENDIX 19 OF THE PERSONNEL POLICY, AND PROVIDING FOR SCRIVENER'S ERRORS

Ms. Jones advised the present policy is vague. Implementation of the proposed changes to the policy adds a layer of protection for the City and Staff. Commissioner Jones asked if a certain incident caused need for this policy. To which, Ms. Jones replied in the negative.

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

d) DISCUSSION/DIRECTION - 2021 Lead and Copper Rule Implementation

Ms. Carty advised there has been a change in the Lead and Copper Rule in 2021. Guidance from the EPA was provided to municipalities to implement maintaining the inventory to ensure lead was not going through any of the pipes. Ms. Carty advised this should have been done over the past 2 - 3 years. The deadline is October 16, 2024. Ms. Carty advised we must be diligent to meet this deadline.

Brian McCann, Reclamation Facility Superintendent, advised the Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP) require that any houses built prior 1989 be verified individually and look at the connections on both the utility side and customer side and document with a picture whether there is lead. When this is done, a spreadsheet with several other questions must be submitted to FDEP. If this is not done, the estimated fines would be \$1,000 per day. We would also be required to inform every household (especially those with children) that they must be tested for lead. Ms. Carty will submit the initial water service line report to the Florida Rural Water Association (FRWA). We have about 5,500 connections (and some have multiple so it might be 6,100). Preliminary, we have 1,050 meters that will not need to be tested because they are newer than the 1989 date. The remaining number is the amount that will need to be dug up. The report and a lead service line replacement plan must be submitted. Ms. Carty advised the City will contract with the vetted contractors so that we can get in a position where it is possible penalties will be waived. The entire State of Florida is facing this problem. The earliest we can contract is the end of this month. Ms. Carty advised we have to dig up the meters and start the process now, so she asked for approval to bring in 6 - 8 temporary employees that will work under Mr. McCann and Mr. McCamey. Ms. Carty spoke regarding the worksheet/report is very large and the project is very intricate. One more report on November 16th will be due that shows how many meters we worked at between now and October 16th. Ms. Carty advised she is asking for the okay to hire the temporary employees and to bring back a contract to the next meeting to hire a contractor. Ms. Carty advised there are grant opportunities.

Commission discussion commenced. Ms. Carty advised if we submit the report required by October 16th, we will submit the plan. If we did not, we would be fined.

Julie Guimond with Sensible Water Solutions appeared via telecommunications. Her firm is one of those that have submitted a quote for services. She advised that the lead letter on November 16th has to go out to the unknown connection types. She advised the issue will not go away, as we will be required to keep this for 12 years. She advised the October 16th deadline has not occurred, so litigation has not arisen. She does not foresee litigation, because if the City does have lead, it will put together a plan to get rid of it. The City tests for lead monthly or quarterly, so the City is familiar with lead and copper, the City just does not have experience actually looking at the pipes themselves. She spoke regarding the benefit of having the report once it is completed as it gives the City a lot of information regarding the pipes to use in the future.

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Commission discussion regarding the need to inform the media. Ms. Guimond spoke regarding the need to inform the public that people are checking their pipes. Commissioner Borom suggested providing contractors with logos for their vehicles so the citizens know they are working for the City. Commissioner Campbell suggested using the Police Department's sign that we will be in the area checking pipes. Mr. McCann suggested visible clothing.

Ms. West advised there was a case against the EPA that is currently in abeyance. Ms. West advised her legal opinion is to fully comply with the requirements so we do not have any penalties for noncompliance.

General consensus of the Commission was that whatever the Interim Manager needs to complete this to do it. Commissioner Borom suggested being able to use infrastructure funding from ARPA.

**Motion to come into compliance and that the Interim Manager use ARPA infrastructure funds to ensure the City comes back into compliance and to use the money when it comes available by Commissioner Borom. Seconded by Commissioner Campbell. The Motion Passed unanimously.**

e) DISCUSSION - alleged violation of City code Section 78.166 - requester: Tavarence Clark  
Tavarence Clark advised the Commission the City transferred ownership of his business.

Ms. Carty advised she met with Mr. Clark. She has provided some new dates to the chronology of events. As of September 30, 2022, Mr. Clark did not get a chance to renew his business tax receipt (BTR). The events surrounding Mr. Clark happened on June 26, 2023. At that moment, he did not have a BTR and a lease had expired. On May 1, they did a lease with another individual. He had 2 concerns-one was that he had lost revenue-earning capability (he owned the machines and did not get an opportunity to pull the machines out) and the other concern, he contacted the Police to go into the facility with him. He walked in and pulled out what he felt were his funds. She advised the BTR was not renewed from October 1, 2022 - September 30, 2023 by Mr. Clark. The City of Palatka does not have the authority or right to transfer a business. All we do is provide a license to operate at the premise. Someone ticked the wrong box on the application for the new BTR for transfer of ownership. If it is a transfer, our code tells us specifically what we are to do in a transfer of ownership. However, Mr. Clark did not renew his LLC and the Planning Department at the time, could not locate any documents to evidence his ownership. Ms. Carty continued Mr. Clark needs legal advice, particularly for the equipment, which is a situation between him and whomever used his equipment. She does feel the City should assist with searching for legal services and we could assist him with the charges that he is facing, perhaps write a document that would clarify what happened on that date. Maybe with that document, the State Attorney would consider lowering the charges filed against Mr. Clark from a felony to a misdemeanor.

Mr. Clark advised he paid a BTR in June and did have one in October 2022. Ms. Carty advised she will look again but did not see a BTR then. He spoke of a time he met with Mayor Correa and Assistant Chief Newcomb.

Assistant Chief Newcomb advised the Mayor the business had never closed. Mayor Correa advised during the meeting, Mr. Clark did not have any documentation that could substantiate what he was claiming. Assistant Chief Newcomb spoke regarding the meeting that was held. He spoke with the property owner who had advised Mr. Clark was renting month to month and that another person owned the equipment. He

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advised there were leases that were never signed by Mr. Clark.

Mr. Clark advised he had an LLC and a BTR and he was the only owner of the business and the equipment. He asked how the City transferred ownership of his business.

The Mayor responded the City does not transfer businesses.

Ms. West advised we can make a referral to legal aid (which has been done). However, in terms of providing information to the State Attorney's office, we can provide the chronology, however, in her legal opinion, that should be all that is provided.

Commissioner Jones expressed he sees discrepancies. The BTR had a check in the wrong box as a transfer of ownership. Second, there were discrepancies in how much Mr. Clark was charged for in comparison to him being charged \$3,000 - \$4,000 when someone else in the same place was charged \$300. He advised Mr. Clark called the Police Department to go in with him. The officer on site made a judgment call in a civil matter. He expressed understanding that when you have ownership of something in a place you were leasing, you would want it back. Commissioner Jones expressed this is a cluster, and because we know somethings were not right, we can

Mr. Clark advised the internet cafe on site now is being ran illegally.

In response to Commissioner Jones' concerns, Chief Shaw advised we understand the issues with the BTR with the City. However, he advised the criminal case had no gray areas. The Police Department responded to a civil issue. Mr. Clark went to the back of the establishment and took money and on the camera left the premises. He explained there is no discrepancy on behalf of the Police Department because when he went into the property, it was in an established building with the locks being changed, so he could not access the building. He advised Mr. Clark wrote a letter on how to close his business afterward.

Commissioner Borom expressed the amount charged is based upon the number of machines on the site. Ms. Carty advised subsequently, in November 22, 2023 the new tenant was charged \$3,225 for the machines.

Commissioner Campbell expressed on the administrative side, we owe Mr. Clark something as the City made mistakes. We do not have anything to do with the arrest. Ms. West responded Staff has provided him with the contact information for legal aid and we can provide the chronology to the State Attorney's office. She advised the only mistake was a check mark on the BTR application, which was done by Mr. Naresh (the new applicant).

Commissioner McCaskill advised the Commission is not making a recommendation or vote at this time.

## 7) PUBLIC HEARINGS

- a) ADOPT ORDINANCE 2024-12 establishing a ban on Internet Cafe's within the City limits of Palatka (second reading)

The following Ordinance was presented for second reading and adoption: ORDINANCE NO. 2024-12 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, CREATING MUNICIPAL CODE CHAPTER 59, SECTION 59-1 THROUGH 59-6, REVISING MUNICIPAL CODE CHAPTER 94 SECTION 94-209, BANNING INTERNET CAFES AND

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OTHER UNLAWFUL SIMULATED GAMBLING DEVICES FOR COMMERCIAL, PROMOTIONAL OR PECUNIARY GAIN OR LOSS, PROVIDING FOR EXEMPTIONS, ENFORCEMENT AND PENALTIES, PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVNER'S ERRORS.

The floor was opened to public hearing.

Crystal Rockwell, Hawthorne, FL - spoke regarding the simulation game machines in gas machines, such as gas stations.

The Mayor responded the proposed Ordinance encompasses these machines also.

Tavarence Clark - asked why a BTR was expunged and how does an internet cafe run for a year and a half that has not been issued by the State of Florida.

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

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

- b) ORDINANCES 2024-13, 11, 14 land use changes 6201 St. Johns Ave and parcel on McLaury Drive - applicant Roberts Land and Timber Company PB Case 24-10 (adoption)

Mr. Aghemo advised that there are two parcels subject to this application, one of which is in the City and one is not. This is an enclave, and Florida Statutes require us to eliminate enclaves. By annexing this property we reduce an enclave.

Commissioner Jones asked whether the City boundaries can be squared off. Mr. Aghemo spoke regarding an ISPA which is an interlocal boundary agreement that would need coordination with the County. Commissioners Campbell and Borom expressed we need consistency in the City Manager and Planning Director positions prior to further communication with the County on this. Commissioner Borom indicated without that stability it is difficult to get this completed with the County. Commissioner Campbell asked if we can invite the County to discuss this matter.

- i) ORDINANCE 2024-13 amending the official zoning map 6201 St. Johns Ave. parcel: 10-10-26-0000-0060, from Commercial Neighborhood (C-1) to Residential Multifamily (R-3) with a Planned Unit Development Overlay (adoption)

The following Ordinance was presented for second reading and adoption: ORDINANCE NO. 2024-13 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM COMMERCIAL NEIGHBORHOOD (C-1A) TO CITY OF PALATKA MULTIFAMILY RESIDENTIAL (R-3) WITH A PLANNED UNIT DEVELOPMENT OVERLAY FOR THE FOLLOWING PROPERTY LOCATED AT 6201 ST. JOHNS AVENUE, PALATKA, FL 32177, PARCEL NO.: 10-10-26-0000-0130-0060, PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

The floor was opened to public comment, and hearing none, the floor was closed to public comment

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

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- II) Annexing, Amending the Future Land Use Map, and Rezoning Parcel: 10-10-26-0000-1030-0010 on McLaury Drive

- A) ORDINANCE 2024-11 annexation of the above-referenced parcel (25.23.+/- acres) into the city limits; amending the Future Land Use Map from Putnam County Urban Service to Palatka Residential Medium Density (adoption)

The following Ordinance was presented for second reading and adoption: AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS PARCEL 10-10-26-0000-0130-0010, LOCATED AT MCLAURY DRIVE, PALATKA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA, AND AMENDING THE FUTURE LAND USE MAP WITH RESPECT TO SAID PARCEL OF LAND FROM PUTNAM COUNTY URBAN SERVICE (US) TO CITY OF PALATKA RESIDENTIAL MEDIUM DENSITY, PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

The floor was opened to public hearing. Upon hearing nothing further, the floor was closed to public hearing.

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

- B) ORDINANCE 2024-14 amending the official zoning map of the above referenced parcel from Putnam County Residential Single Family (R-1) to City of Palatka Multifamily (R-3) with a Planned Unit Development (PUD) Overlay (adoption)

The following ordinance was presented for second reading and adoption: ORDINANCE NO. 2024-14 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM PUTNAM COUNTY RESIDENTIAL SINGLE FAMILY (R-1) TO CITY OF PALATKA MULTI-FAMILY RESIDENTIAL (R-3) WITH A PLANNED UNIT DEVELOPMENT OVERLAY FOR THE FOLLOWING PROPERTY LOCATED AT MCLAURY DRIVE, PALATKA, FL 32177, PARCEL NO.: 10-10-26-0000-0130-0010, PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

The applicant, represented by Shelene Estes St. Johns, advised they need to go through a Development Review. She anticipates this will move forward as fast as the City and County can both review. She estimated second quarter of 2025.

The floor was opened to public hearing. Upon hearing nothing further, 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 Parcel: 09-10-26-0213-0000-0010; 09-10-26-0231-0000-0020; and 09-1-26-0231-0000-0030 located on Kelly Smith School Road - first reading

I) ADOPT ORDINANCE 2024-07 amending the future land use map of 09-10-26-0231-0000-0010; 09-10-0231-0000-0020 and 09-1-26-0231-0000-0030 from the City of Palatka Commercial (COM) to City of Palatka Residential Low (RL) - first reading

II) ORDINANCE 20240-08 amending the zoning map of 09-10-26-0213-0000-0010;C; 09-10-26-

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0213-0000-0020; 09-10-26-0213-0000-0030 from City of Palatka General Commercial (C-1) to Residential Single Family (R-1) - first reading

The following Ordinance was presented: 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 is a small-scale future land use map request and rezoning request. The Clerk advised this is a first reading and Mr. Aghemo explained this has been before the Commission many times.

The floor was opened to public hearing. Upon hearing nothing further, the floor was closed to public hearing.

Commissioner Borom advised the Commission's request is to keep it off the agenda until the investigation into a former employee is completed.

The applicant, represented by Patrick Kerchowski, Esq. of Jacksonville, FL - advised the individual who no longer works for the City is no longer interested in this property. The application is complete and is ripe to be voted on. He has a client who wants to develop the property. His client requested him to get a vote today.

Ms. West advised she has provided an attorney-client privileged memorandum to the Commission prior to the meeting on this matter.

Commissioner Campbell advised that from an administrative perspective he wants to make sure that it does not get pushed through.

Clerk's note: No vote occurred.

## 8) APPEAL

### a) Appeal of Historic Preservation Board Case 24-21 426 Kirby Street

Ms. West advised the Commission that the Historic Preservation Board denied this request to demolish the structure at 426 Kirby St., Palatka, FL 32177. Mr. Sheffield filed an appeal. The Commission now sits in a quasi-judicial capacity. The Commission can affirm the decision or overturn the decision. The Commission is no longer able to remand the matter back to the Historic Preservation Board due to the Ordinance that went into effect on the first of this month.

The appellant, Allen Sheffield, Palatka, FL - addressed the Commission. He feels the Historic Preservation Board (HPB) did not fully consider the Secretary of the Interior's Guidelines on Historic Preservation before us. The Board has rules in how to make a decision on the case. In the criteria for the HPB decisions, 1) making sure we are in conformance with the Secretary of Interior Standards by considering the historic significance of the property 2), consider the existing physical condition of the property, and 3) consider the economic and technical feasibility of each project. He spoke regarding the need to balance the interest of the City and preserving the integrity of the structure. He advised the structure does not have significant

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architectural significance. They were not able to remove anything until they had permission to do so, and when they removed slats they saw the horrific situation underneath (that would cost \$90,000). He spoke regarding the price of wood tripling. They looked at costs of reconstruction, versus renovation. He had asked the Historic Preservation Board what historic architecture are we trying to save. This structure was built between 1892 - 1897. He felt the board members' comments were speaking from a preservation perspective versus applying the standards. He advised it took a year and a half to get through City processes. The property sat for 14 years prior to the Sheffield's purchasing the property. He spoke regarding the difficulty of securing bids from contractors due to not knowing what they would find.

Time was allotted for ex parte communication. Hearing none, the City presented its side.

Ms. West advised the City has no evidence that would show the removal of the structure would somehow be detrimental to the historic/architectural character of the City. The City concurs with the appellant.

The floor was opened to public comment:

Annie Davis, Palatka, FL - the adjacent property owner, advised the structure is a health hazard. She advised she is not a proponent of tearing down historical structures, however there is nothing left to restore.

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

Commission deliberation commenced. Mayor Correa concurred and spoke regarding the need of the HPB to follow the Secretary of the Interior's guidelines. Commissioner Jones spoke regarding the need for the Board members to speak with legal prior to making decisions.

**Motion to overturn the decision of the Historic Preservation Board by Commissioner Campbell. Seconded by Commissioner Borom. The Motion Passed unanimously.**

9) COMMISSIONER COMMENTS Nothing further.

10) ADJOURN **Motion to adjourn at 10:02 PM by Commissioner Campbell.**

CITY OF PALATKA

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By: Its Mayor

Attest:

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City Clerk

NOTICES: 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

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11

ACCOMMODATIONS.

**ROBERTA M. CORREA**  
MAYOR - COMMISSIONER

**TAMMIE McCASKILL**  
COMMISSIONER

**JUSTIN R. CAMPBELL**  
COMMISSIONER

**WILL JONES**  
COMMISSIONER

**RUFUS J. BOROM**  
COMMISSIONER

**MARCIA G. CARTY, CPA**  
INTERIM CITY MANAGER/FINANCE  
DIRECTOR

**JANE WEST, ESQ.**  
CITY ATTORNEY

**SUNNI L. KRANTZ, CMC**  
CITY CLERK

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

**CHRIS TAYLOR**  
CHIEF, FIRE DEPT



**MINUTES**  
**CITY OF PALATKA**  
**October 24, 2024**

The minutes of the proceedings of the regular meeting of the Palatka City Commission held on Thursday, October 24, 2024 at 6:00 PM at City Hall, 201 N. 2nd St., Palatka, FL 32177.

1. CALL TO ORDER at 6:00 PM

a. Invocation

led by Chaplain Mulberry

b. Pledge of Allegiance

led by Commissioner Borom

c. Roll Call

Present:

Commissioner Tammie McCaskill

Commissioner Justin Campbell

Commissioner Will Jones

Commissioner Rufus Borom

Mayor Roberta Correa

Also Present: Marcia Carty, Interim City Manager/Finance Director; Jane West, City Attorney; Sunni Krantz, City Clerk; Virginia Jones, HR Manager; Joe Verrechio, Interim Public Works; Peter Willott, Public Information Officer; Eddie Cutwright, Community Affairs Director; Chris Taylor, Fire Chief; Jason Shaw, Police Chief; Matt Newcomb, Assistant Police Chief; Yul McNair, Airport Manager; Lorenzo Aghemo, Planning Director; Alex Romero, Planning Clerk; Rebecca Jones, Fire Administrative Assistant; Jackie Pappas, Grants Accountant; Carlos Dominguez Britto, Project Manager; Allegra Kitchens, former City Commissioner; Terril Hill, former Mayor; Alonzo Mulberry, City Chaplain (via telecommunications technology); Junior Roger Daniels; Patricia Daniels; Sarah Cavacini, Palatka Daily News; Mark Litten, Chamber of Commerce; Breck Sloan; Berniece Johnson; Deborah Eckhardt; Colin Bingham; Risa Byrd; Dennis Sousa; Breck Sloan

2. APPROVAL OF MINUTES

**Motion to approve (A and B) by Commissioner Campbell. Seconded by Commissioner Jones. The Motion passed unanimously.**

a. September 12, 2024

b. September 30, 2024



### 3. PUBLIC RECOGNITION/PRESENTATIONS

#### a. PROCLAMATION - The Arc of Putnam's 50th Anniversary

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

Representatives of the Arc of Putnam accepted the Proclamation, including Dennis Sousa and Breck Sloan. They spoke on the upcoming expansion of the Whitaker Center.

#### b. PROCLAMATION - Family History Month - October 2024 - Putnam County Genealogical Society

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

The Proclamation was accepted by the members of the Genealogical Society including Kathleen Fulton, Sharon Varnes, and Deborah Eckhardt.

#### c. PROCLAMATION - Florida City Government Week October 21 - 27, 2024

**Motion to approve by Commissioner Campbell. Seconded by Commissioner Borom. The Motion passed unanimously.**

The Commission thanked Staff, Commissioners, and Lobbyist for their work during Florida City government week.

#### d. IN THE SPOTLIGHT - Employee of the Month of September and October

Ms. Jones recognized the employees of the month Chief Chris Taylor (September) and Fire Engineer Jared Bradley (October).

Deputy Chief Branford spoke regarding Chief Taylor's outstanding qualities, including reliability and standing for the values of the City of Palatka. Chief Shaw accepted the recognition on behalf of Chief Taylor. D.C. Branford spoke regarding Engineer Bradley as a capable and motivated driver and operator and one of our hazardous materials technicians and instructors.

### 4. CITY MANAGER AND ADMINISTRATIVE REPORTS Ms. Carty introduced Mr. Carlos Dominguez Britto as the City's new Project Manager.

#### a. REPORT - Financial Report for the FY ended September 30, 2024.

Ms. Carty highlighted the financial report from the agenda packet. The General Fund operated at an excess revenue of \$1,388,464. Better Place operated at an excess of \$2,459,336. Sanitation operated at an excess revenue of \$866,723. Utility Fund operated at an excess revenue of \$1,634,521. While we must maintain 16% of General Fund as reserves, currently we are maintaining 26.8% reserve balance.

Discussion commenced. Commissioner Borom asked that as administrative heads transition, we work with our auditors to ensure we have clean books. Commissioner Jones asked concerning the City's utilization costs of water. He expressed if the public is paying for water, so should the City. Ms. Carty advised the practice of the City does not reflect water usage in the internal city, itself. She would like to analyze whether we should bill ourselves for our own consumption of water. This would have a 0 impact to the funds balance as ,ore funding would be reflected by Palatka Gas Authority and you would see a higher cost in various funds, but we would be able to quantify our own water consumption.

#### b. REPORT - Airport Department

Mr. McNair thanked the Commission for its support of capital projects at the airport, which he summarized. We are 95% complete in the grant funded project for the west taxilanes and fuel apron rehabilitation project. On the Runway 9 extension study project, we have received the State's criteria to qualify for runway extension. All of

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the property we need to extend Runway 9 is within the fence of the airport. This project would take 10 - 12 months, after we provide our position to Florida Department of Transportation (FDOT). The Airport Master Plan Update Project is to provide the Federal Aviation Administration (FAA) and FDOT the vision that we want to see, while being realistic. On the Taxiway E and corporate hangar project, we have wrapped up our environmental matters and as a part of this project there was a preliminary design aspect. In order to encourage corporate folks to come, we need to allow them to come in and develop parcels.

Discussion commenced between Mr. McNair and the Commission. Mr. McNair advised the Flight School is partially within the City's airport terminal. The City does not have enough office space for administrative staff. The Airport and City Management are looking at options to accommodate the Flight School as well as room for City Staff.

Commissioner Borom asked regarding the Public Works facility project. Ms. Carty responded in January 2024 we purchased the building/warehouse space near the airport. We are in the beginning stages of architectural design for the building. Phase II is to pursue FAA approval of additional land swap. The FAA will post this in the Federal Register for 60 days prior to authorizing the land release. There are 4 smaller parcels and a 12 acre parcel that we need authorization from the FAA to release. Commissioner Jones expressed concern the entire deal was not complete. Commissioner Campbell asked that the Public Works facility remain before the Commission.

c. **PRESENTATION - Team Palatka Renewal**

Mr. Willott provided a video on the cleanup efforts following Hurricanes Helene and Milton.

d. **UPDATE - ARPA**

Ms. Carty advised at the last Commission meeting, the Commission authorized to use \$200,000 from ARPA for the Lead and Copper rule. Staff is suggesting to move \$100,000 from small business, \$40,000 from public health, \$8,900 from the sports complex, \$14,562.90 from St. Johns Ave Palm to Moseley project and \$36,446.56 from the radios.

The Commission asked to bring the item on where to move ARPA allocations back to the Commission.

Ms. Carty advised the total amount we need to encumber by December is \$946,280.57. Commissioner Jones suggested moving the COVID-19 education to ARPA allocation. Commissioner Campbell and Mayor Correa dissented as there is opportunities for vocation and education.

Commissioner McCaskill asked for updates in the notes column on where the money went.

Discussion commenced regarding the Affordable Housing project. Ms. Carty advised the Affordable Housing project is moving forward. The City's contractor has a list of homes with code enforcement violations. Commissioner Jones advised folks have come to City Hall to get on the list. Ms. Carty advised that Ms. Pappas can take down the individuals contact information to give the contractor.

5. **PUBLIC COMMENTS**

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

The floor was opened to public comment:

Risa Byrd, Hastings, FL - thanked the Commission for including Putnam Classical Academy and Little Sprouts Learning Center in the Students of the Month ceremony. The Schools are hosting the Kids Zone at the Datil Pepper Festival this weekend.

Tarsha Givens, Palatka, FL - asked regarding investigations into former employees and when the findings/records

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will be public. She asked if the Airport land swap was in the City's best interest.

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

b. **Commission and Staff Response**

Ms. Carty advised the former employees investigations were impacted by the recent Hurricane. One of the investigations has been referred to two law enforcement agencies. We do not know at this time when the investigations will be complete. When they are complete, records regarding the investigations will become public information.

Ms. Carty advised she can advise at a future meeting who initiated the airport land swap.

6. **CONSENT AGENDA** Ms. Carty asked to pull item 6 B as Staff is not ready to move forward with the item at this time.

Commissioner Jones asked for discussion on items 6 C, D, and G.

**Motion to accept the Consent agenda excluding B, C, D, and G for discussion by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.**

- a. **SET HALLOWEEN TRICK OR TREAT DATE/TIME** for October 31, 2024 from 6:00 PM to 8:00 PM

- b. **ADOPT RESOLUTION 2024-R-212** authorizing execution of deductive reconciliation Change Order No 9 with TB Landmark for previously authorized work within the Palatka Heights ALT A Project in a deductive amount of \$261,524.75 for a total contract cost of \$3,026,797.00.

Ms. Carty asked that this item be removed from the agenda with no vote. Staff will bring back the item when it is ripe.

Ms. Carty advised we received information at the last minute that the Palatka Heights Alt A project, that FDEP has a back flow issue related to the waterline replacement at Ravine Gardens.

Staff needs to make sure the issue is resolved prior to approval. We need a certified fire backflow plumber to fix the situation.

- c. **ADOPT RESOLUTION 2024-R-213** authorizing the execution of Florida Recreation Development Assistance Program (FRDAP) Grant Agreement No. P5086 for Shaw Buck Park Phase 1 in the amount of \$50,000 (100% grant funded).

**A RESOLUTION AUTHORIZING THE EXECUTION OF FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM GRANT AGREEMENT NO. P5086 FOR SHAW BUCK PARK PHASE 1; AND PROVIDING FOR SCRIVERNERS ERRORS**

Mr. Dominguez Britto provided a presentation regarding updating the playground, pickleball court, tennis court and basketball court. A picnic table will also be added.

Commission discussion commenced. Commissioner Campbell advised other playgrounds have a more up-to-date playground. He asked the Commission to consider bringing this park up-to-speed. Commissioner Borom suggested using some funds from ARPA to help. Commissioner McCaskill recommended reaching out to the Pilot Club regarding working with individuals with disabilities and mentioned other parks should work with them also. Commissioner Jones suggested making the tennis court area an area to skate on rather than as a tennis court. Mayor Correa suggested polling individuals in the community on what they want. Commissioner Campbell asked for signage on the site to identify it as a project for new things to come. Commissioner Borom asked for it to be posted on the website and communication in the utility bill in the area.

The floor was opened to public comment. Upon hearing nothing further, the floor was closed to public comment.

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

- d. ADOPT RESOLUTION 2024-R-220 authorizing the execution of Florida Recreation Development Assistance Program (FRDAP) Grant Agreement No. P5096 for Palm Bowl (Triangle) Park Phase 1 in the amount of \$50,000 (100% grant funded).

A RESOLUTION AUTHORIZING THE EXECUTION OF FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM GRANT AGREEMENT NO. P5096 FOR PALM BOWL (TRIANGLE) PARK PHASE I; AND PROVIDING FOR SCRIVENERS ERRORS

Mr. Dominguez advised the City is planning a dog park and a walking trail at the area known as the "Palm Bowl". We will add a picnic table and trees have already been planted. There will be signage for the park.

The floor was opened to public comment:

Ernest Robinson, Palatka, FL - advised this park used to be called the "Turkey Bowl". He asked if the City will be adding concrete as in the past it has been a giant area for children to play.

Mr. Verrechio responded the only concrete on site will be a stable walkway.

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

**Motion to approve by Commissioner Borom. Seconded by Commissioner Jones. The Motion Passed unanimously.**

- e. Authorize execution of FAA grant applications for Kay Larkin Airport Taxiway Echo Phase I Final Design Phase and Transient Aircraft Parking Apron.
- i) ADOPT RESOLUTION 2024-R-222 authorizing a Federal Aviation Administration FY 2025 Pre-application for Kay Larkin Airport Taxiway Echo Phase I Final Design Phase (the amount requested from FAA is \$72,000 and \$8,000 will be requested from the Florida Department of Transportation during their FY 25 funding cycle for a total project cost of \$80,000 100% grant funded)
- ii) ADOPT RESOLUTION 2024-R-223 authorizing a Federal Aviation Administration FY 2025 Pre-application for Kay Larkin Transient Aircraft Parking Apron (the amount requested from FAA is \$63,000 and \$7,000 will be requested from the Florida Department of Transportation during their FY 25 funding cycle for a total project cost of \$70,000 -100% grant funded)
- f. ADOPT RESOLUTION NO. 2024-R-218 authorizing the execution of grant agreement #PB007 with the Florida Department of Law Enforcement in the amount of \$250,000 for the purchase and outfit of ten patrol vehicles.

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- g. ADOPT RESOLUTION 2024-R-221 awarding RFP 2024-05 to GIA Community Solutions Group for CRA Consulting Services in the amount not to exceed \$104,605 and authorizing execution of a contract and a budget amendment for FY 2024-25

A RESOLUTION AUTHORIZING AWARD OF RFP 2024-05 AND EXECUTION OF A CONTRACT WITH GIA COMMUNITY SOLUTIONS GROUP FOR CRA CONSULTING SERVICES; AND PROVIDING FOR SCRIVENER'S ERRORS

Ms. Carty advised a request for proposals (RFP) was sent out for the purpose of creating an additional CRA area. The funding for the services must come out of General Fund. Three firms responded to the RFP. An evaluation committee met and recommended Community Solutions Group. This company was more receptive to the needs and a lower amount.

Commission discussion commenced. Commissioner Borom advised the area is North 5th Street on out and Madison and 11th Streets, all the way out to North 24th Street and then the Madison Street area and tying into the Transportation Hub.

The floor was opened to public comment. Upon hearing nothing further, the floor was closed to public comment.

**Motion to approve by Commissioner Borom. Seconded by Commissioner Jones. The Motion Passed unanimously.**

- h. ACCEPT Resignation of Dana Jones and RATIFY the appointment of Mark Litten, Vice President of the Chamber of Commerce, to the Airport Advisory Board
- i. REAPPOINT - Chris Hollister to the Historic Preservation Board for a 3-year term

## 7. REGULAR BUSINESS

- a. Recess for 10 minutes at 7:30 PM.

The meeting recessed at 7:27 PM and resumed at 7:38 PM.

b. ADOPT RESOLUTION 2024-R-214 adopting the Mission, Vision, and Core Values of the City of Palatka  
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, ADOPTING THE MISSION, VISION, AND CORE VALUES OF THE CITY OF PALATKA; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVENER'S ERRORS

Ms. Carty advised each Department has their own Mission, Vision, and Core Values. Staff worked together to create the proposed Mission, Vision, and Values for the City as a whole.

Commissioner Borom asked to add accountability as one of the core values.

**Motion to approve with accountability added as stated by Commissioner Campbell. Seconded by Commissioner Borom. The Motion unanimously.**

- c. DISCUSSION/DIRECTION - River Street retaining wall

Ms. West presented issues with the River Street retaining wall. She advised 1302, 1303, 1311, and 1321 River Street are impacted. The retaining wall is tilting at a significant angle over the sidewalk. Remedial measures have

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been taken to strap the structure together, but it is in need of work. This is impacting the bus stop. City records show the issue was noted on September 25, 2014. In 2015, the Commission voted to expend funds for repairs to the retaining wall. The City demolished the wall at 1325 River Street and regraded the slope of the property. However, the remainder of the wall was not addressed. There is currently a code enforcement complaint pending before the Special Magistrate.

Staff initially thought because the bricks on the staircases match the porches on the homes, the wall was on the current property owner. However, one property owner has a survey that shows the wall on the City's right of way and has hired legal counsel.

Ms. West outlined options: 1: The City could establish an MSBU to repair the infrastructure. The cost would be spread out over a 10 year period on the property owner's taxes, Option 2: the City takes responsibility and repairs/reconstructs the wall; Option 3: remove the sidewalk; and Option 4: the City split the repair costs with the residents.

Discussion commenced. Commissioner Borom advised the wall is located inside the sidewalk and generally speaking would be the property owners. He suggested the City assist, but not take full responsibility. Commissioner Campbell asked what dialogue has occurred between the residents and the City. A resident has retained counsel as they feel it is the City's responsibility.

Jeremiah Mulligan, Mulligan Law Group, representing 1321 River Street, addressed the Commission. He indicated he has a survey that shows the wall is outside the resident's property. The wall is a relic of when the plot was originally annexed into the City. He expressed we need to know a cost benefit analysis.

Commission discussion continued. Commissioner Campbell advised it is imperative to direct Staff. He asked to move forward as it was put on the back burner for 10 years. He would like to hear the about the cost benefit assessment and then have a conversation with the residents on whether they are interested in having a buy-in. Commissioner Borom spoke in support of temporarily closing the sidewalk. Commissioner Borom recommended moving the bus stop to the park. Mayor Correa suggested moving the bus stop to where the wall has been removed already. Ms. West advised the property owner on the other side, Aza Health, has taken steps to remediate their wall, which was not as big a project as there is not as much dirt held back by that retaining wall. Commissioner Jones expressed the need to determine who actually owns the wall via a survey first.

Ms. West summarized the direction from the Commission: close the sidewalk, bus stop moved to where the wall is no longer located, obtain a survey company to get our own survey and find out who owns the wall. Commissioner Campbell spoke regarding the incline of the sidewalk and asked that Staff provide a recommendation

Following Commission discussion, Mr. Mulligan asked that the Special Magistrate hearing be canceled and Mayor Correa responded affirmatively.

- d. ADOPT RESOLUTION 2024-R-206 authorizing the City's Youth Ambassadors to host a canned food drive as its community service project for 2024-25

Ms. Krantz advised the City's Youth Ambassadors faced scheduling conflicts with school functions tonight.

**Motion to table to November 14 meeting by Commissioner Campbell. Seconded by Commissioner Jones. The Motion Passed unanimously.**

- e. ADOPT RESOLUTION 2024-R-219 establishing legislative appropriations and legislative priorities for

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the 2024-25 legislative session

A RESOLUTION OF THE CITY OF PALATKA CITY COMMISSION ESTABLISHING LEGISLATIVE APPROPRIATIONS FOR THE 2024-25 LEGISLATIVE SESSION; ESTABLISHING LEGISLATIVE PRIORITIES FOR THE 2024-25 LEGISLATIVE SESSION; AND PROVIDING FOR SCRIVENER'S ERRORS

Ms. Cash-Jackson congratulated the City on the work done last legislative session. Because of the hurricane, we may be facing challenges with funding as hurricane relief takes a lot of funding. We will also have new representation in Tallahassee. Last session, we received funding for our water projects. In the last couple years \$13 million dollars have been received. She suggested to continue to ask for funding for water projects, she said the funding has to be encumbered but not necessarily spent. Ms. Cash-Jackson encouraged the Commission to come to Tallahassee to meet with legislators.

Commissioner Borom expressed frustration over our Cultural/Recreational appropriation was not approved due to it having the word cultural.

Ms. Sheals spoke regarding active projects that the FDOT has going on (they had submitted a comment that says the following):

• **Department of Transportation is currently working on the following projects:**

1. **US 17 North Boundary Road to State Road 207 Resurfacing**

- Includes milling and resurfacing of the roadway, corridor improvements, base work, shoulder treatment, drainage improvements, curb and gutter work, lighting improvements, highway signing, guardrail installation, sidewalk work, pavement markings and other incidental construction.

2. **State Road 100 Resurfacing from U.S. 17 to Flagler County Line Resurfacing (Spring 2024 – Early 2025)**

- Construction consists of milling and resurfacing, signage upgrades, new pavement markings and other incidental construction

The Commission requested to add water lines to the appropriation brief. Commissioner McCaskill spoke in favor of workshopping the legislative appropriations until Staff advised the legislative appropriation requests are needed prior to the commencement of committee weeks in December and the legislative priorities are needed to be provided to the Northeast Florida Regional Council prior to November 22.

The Commission ranked the appropriation for Lead Pipe ranked first. The Interim City Manager recommended the amount of \$300,000

Water lines ranked second based upon Ms. Cash-Jackson's recommendation. Commissioner Borom recommended to add homelessness as a third ranked item. However the Commission did not provide an amount for the appropriation. Commissioner Borom suggested senior and low-income recreational programming should be number 4. Commissioner Jones asked if Ride Solutions is a top priority and expressed concern they need to serve the entire City. Commissioner Borom expressed the need to know what Ride Solutions is requesting at this time. Commissioner Borom asked that Senior/Low-Income Recreational programming come before Ride Solutions. Commissioner Jones requested to keep the Splash Pad on the appropriation request list. Mayor Correa spoke in favor of submitting all the appropriation requests with emphasis on the top three.

**Motion to approve (move forward with the recommendations that have come forward with the**

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**appropriations as well) by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion passed unanimously.**

f. DISCUSSION/DIRECTION - Hank Bryan Park Restroom

Mr. Carlos Dominguez presented drawings from Doneda Cole, the Project manager at Putnam County. He presented an "option 2" sketch that would have a handicapped bathroom and a small bathroom with a little storage. The bathrooms would be unisex. The estimated cost would be \$90,000-\$110,000. Another option, "option 3" had two bathrooms with storage in the middle. The bathroom will be concrete. He advised we need to have water fountains to meet requirements of the Americans with Disabilities Act.

Commissioner Borom spoke in favor of option 2. The consensus of the Commission agreed.

Discussion commenced regarding Riverfront Park. Commissioner Jones expressed we also need to have bathrooms at the Riverfront Park because we do not own the St. Johns River Environmental Center anymore. He asked Staff to look into a grant for a bathroom there.

Mr. Cutwright advised the storm impacted the City's mobile bathroom. He spoke regarding the efforts it takes to move the mobile bathroom. He advised the grant received intended the mobile bathroom to be for Booker Park, but there is nothing that would keep it from being temporarily at the Riverfront.

g. ADOPT RESOLUTION 2024-R-224 accepting the City of Palatka's Initial Lead Service Line Replacement Plan and authorizing the execution of a contract with Water Sensible Solutions

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA ACCEPTING THE INITIAL LEAD SERVICE LINE REPLACEMENT PLAN AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH WATER SENSIBLE SOLUTIONS; AND PROVIDING FOR AND EFFECTIVE DATE AND SCRIVENER'S ERRORS

Mr. Verrechio thanked the Commission for allowing Staff to begin the work of inspecting the water connections in-house at the last Commission meeting. Because Staff began the work in-house, a new proposal was received today with a cost savings of \$91,000 on the quote from the vendor.

**Motion to approve by Commissioner Borom. Seconded by Commissioner Campbell. The Motion passed unanimously.**

h. DISCUSSION/DIRECTION - Interim City Manager discussion

Ms. Jones advised at the last Commission meeting, the Commission requested discussions on whether to appoint Terrill Hill as Interim City Manager and allow Ms. Carty to return to her role as Finance Director, whether the Interim City Manager can apply for the permanent position, and whether Ms. Carty is interested in the role of City Manager.

Commissioner Campbell recommended to not "knock" who sits in the Interim City Manager position from being able to apply, but not be involved in the process. Commissioner McCaskill agreed.

Commissioner McCaskill suggested Terrill Hill as Interim City Manager. Commissioner Jones also recommended former Mayor Hill. Commissioner Campbell indicated we need to give consideration to former Mayor Hill, especially that he is a local business owner. Mayor Correa expressed concern of changing in midstream of leadership. Commissioner McCaskill spoke regarding Ms. Carty as a fantastic Finance Director. Commissioner Borom expressed pause because we have ongoing investigations and we need to audit from previous city managers to now. Regarding the investigations, he recommended an operational audit of 3 - 5 years.

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Commissioner Borom advised he asked for an operational audit. Ms. Carty advised the upcoming audit will have a separate rate and an operational component.

The floor was opened to public comment:

Elizabeth van Rensburg, Palatka, FL - spoke in opposition to Terrill Hill becoming the Interim City Manager. She advised the electors did not reelect Terrill Hill as Mayor, yet he appears as a suggestion for Interim City Manager while the Commission applauds Ms. Carty.

Allegra Kitchens 1027 S 12th St., Palatka, FL 32177 spoke regarding the current stabilization of City employees and spoke in favor of Ms. Carty serving as Interim City Manager. She called for an anonymous poll of City Staff on whether they would like to see Mr. Hill as Interim City Manager.

Patricia Daniel, Palatka, FL - spoke in support of Ms. Carty serving as Interim City Manager.

Audrey Wise, 1610 Edgemoor St., Palatka, FL 32177 - spoke in support of the Commission doing the best for the town.

The floor was closed to public comment.

Mr. Hill spoke regarding the City's accomplishments during his tenure as Mayor, 25.1 lineal miles of water lines were repaired, the general fund budget is now \$75 million. When he left office there were \$78 million in projects on the board. He spoke regarding the 10 phase approach to the state Revolving Loan Fund that he helped the past Projects team put in place. He advised he has 25 years practicing law in Palatka and serves Palatka because of his love. People need help understanding historically what is happening. The projects happening now were conceived during his tenure. He spoke regarding team work making dreams work. He advised he would consider the position, if the welcome is good. He advised it is possible to have a law firm and be City Manager, as Mr. Holmes did it in the past. While Mr. Holmes had a law partner, professional associations can have contracts with other professional associations.

Ms. Carty advised she has enjoyed having the opportunity to help the City and spoke regarding trying to meet the needs of the Commissioners. She advised she has the capacity to be in a hybrid position until we follow the guidance Human Resources has developed and the City has a permanent City Manager. She asked the Commission to consider that the Finance Department has two vacancies and one vacancy was recently filled. She advised because there is a vacancy, she does need to put more time into the Finance Department. She advised she and Mr. Hill are both strong individuals. She indicated she would be willing to continue in the role of Finance Director if the Commission selects Mr. Hill as Interim City Manager.

**Motion to name former Mayor Terrill Hill as the new Interim City Manager by Commissioner McCaskill. Seconded by Commissioner Campbell. Motion Passed Yes 4, No 1, with Mayor Correa dissenting.**

Ms. West advised we will need a contract for the Interim City Manager before his start date and asked for opportunity to review contractual terms. She advised we will use the contract with former Manager Don Holmes as the new basis of the contract. Mayor Correa advised the Human Resources department will be involved. Mayor Correa asked the contract to return to the Commission for approval on November 14th. Commissioner Borom asked for balance moving forward.

Commissioner Borom spoke regarding the efforts to harden City Hall and he and Mayor Correa thanked Ms. Carty for what she has done for the City. Commissioner Jones advised the addition of Mr. Hill will strengthen the team.

i. ADOPT RESOLUTION 2024-R-225 creating a Citizens' Advisory Committee

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, FORMING A CITIZEN ADVISORY BOARD FOR PARTICIPATION DURING THE SEARCH FOR A CITY MANAGER FOR THE CITY OF PALATKA; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVENER'S ERRORS

Ms. Jones advised that the Commission at the last Commission meeting, expressed desire to each appoint one member to the board. Staff is returning to the Commission for its approval to begin the application process for a new board. Ms. Jones responded the intent of the board is to interact and ask questions of the candidates and allow the community to be involved in the process, not to provide advice on whom to select.

Commission discussion commenced. Commissioner Jones spoke in opposition as he felt the citizens will form an opinion on whom to select. He advised he has served on a citizens advisory board to choose a City Manager in the past. At that time, he wondered why there is need for an advisory board. Commissioner Borom suggested it be a "Committee" rather than an "advisory board".

**Motion to deny the Resolution by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.**

8. EMERGENCY ITEMS

**Motion to accept adding Resolution 2024-R-226 as an emergency by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.**

a. ADOPT RESOLUTION 2024-R-226 granting a special events permit to the Palatka Police Department Palatka Police Department's 9th Annual Trunk or Treat to be held October 31, 2024.

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO PALATKA POLICE DEPARTMENT FOR THE 9TH ANNUAL TRUNK OR TREAT; SETTING FORTH THE PROVISIONS OF THE PERMIT; AND GRANTING PERMISSION FOR ROAD CLOSURES; PROVIDING FOR SCRIVENER'S ERRORS

Commissioner Campbell asked the City to knock out the City's annual events in the approval process ahead of time, as do the citizens.

Mr. Cutwright advised the Police Department put in the application in July 2024, however due to the Hurricane Staff missed presenting the Commission with the application. Commissioner Campbell responded that there have been other events that did not meet the deadlines and citizens have noted it.

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

9. COMMISSIONER COMMENTS Commissioner Campbell asked regarding an area of North 3rd Street that is sinking, and at least one vehicle had to be pulled out of the area. Mr. Verrecchio advised the road is beginning to cave in. Ms. Carty advised she will ensure it is a priority work order.

10. ADJOURN Meeting adjourned at 9:40 PM.

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By: Its Mayor

Attest:

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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.

## STAFF REPORT

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

The daughter of Ms. Hutcherson has requested the centennial award from the City Commission in honor of her mother's 100th birthday.

### **BACKGROUND**

### **PROJECT ANALYSIS**

### **Staff Recommendation**

Ms. Hutcherson will "zoom" into the City Commission meeting for the Commission to wish her a happy 100th Birthday!

### **ATTACHMENTS**

None

**PROCLAMATION - Recognition of the Rotary International and the Interact Club's service to the community during World Interact Week November 4 - 10, 2024**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

#### **BACKGROUND**

Rotary is a global network of service clubs whose members use their skills and resources to help identify and address the needs of their communities. Interact is one of Rotary's youth programs. Interact offers young people aged 12-18 opportunities to serve their communities and expand their global understanding. The name "Interact" comes from combining the words "International" and "action". Through these Interact clubs, members, known as Interactors, develop leadership skills, discover themselves and others within a community of their peers, and learn the importance of service. Interactors learn valuable life skills such as taking the lead, knowing the value of service, and becoming a global citizen. The first Interact club was started on November 5, 1962, at Melbourne High School in Melbourne, Florida.

The Rotary Club of Palatka is the sponsor club for the Interact Club of Palatka Jr./Sr. High School. This club was chartered on January 19, 1965. Over the years, it has been a staple for community-minded students ready to make a difference.

#### **PROJECT ANALYSIS**

World Interact Week is celebrated Monday through Sunday during the week of November 5th.

It commemorates the contribution Interact clubs make to their communities by encouraging clubs to take action and share how they are making a difference.

This year, World Interact Week was from Sunday, November 4, 2024, to Sunday, November 10, 2024.. The City appreciates the work of Rotary International and the Interact Club during World Interact Week.

#### **Staff Recommendation**

Adopt Proclamation.

#### **ATTACHMENTS**

|    |                                         |
|----|-----------------------------------------|
| 1. | 2024.11.14 World Interact Week (Rotary) |
|----|-----------------------------------------|



CITY OF PALATKA



Proclamation

**WHEREAS**, Rotary International is a global network of service clubs whose members dedicate their skills, talents, and resources to meeting the needs of communities across the world; and

**WHEREAS**, Interact, a Rotary-sponsored program, empowers young people aged 12-18 to engage in meaningful community service, develop leadership abilities, and gain a deeper understanding of global issues, fostering a sense of citizenship and responsibility; and

**WHEREAS**, the term "Interact" is derived from the combination of "International" and "action," embodying the spirit of young individuals who are committed to making a difference locally and globally; and

**WHEREAS**, the first Interact Club was established on November 5, 1962, at Melbourne High School in Melbourne, Florida, and since then, Interact Clubs have grown in numbers and impact worldwide; and

**WHEREAS**, the Rotary Club of Palatka proudly sponsors the Interact Club of Palatka Jr./Sr. High School, which was chartered on January 19, 1965, and has consistently provided a platform for community-minded students to serve their community, build leadership skills, and inspire others; and

**WHEREAS**, World Interact Week is celebrated each year during the week of November 5th, to recognize the invaluable contributions made by Interact Clubs to their communities and encourage others to engage in acts of service and leadership; and

**WHEREAS**, this year, World Interact Week was observed from Monday, November 4, 2024, to Sunday, November 10, 2024, and while this proclamation is being made after the fact, on November 14, 2024, it serves as an opportunity to express our gratitude for the work and dedication of the Interactors of Palatka Jr./Sr. High School; and

**WHEREAS**, the City of Palatka extends its sincere thanks to Rotary International for its ongoing support and leadership in sponsoring the Interact Club, enabling the youth of our community to grow as leaders and compassionate global citizens.

**NOW, THEREFORE**, I, Roberta M. Correa, Mayor of the City of Palatka, do hereby recognize Rotary Club International for its contributions to the City of Palatka during

WORLD INTERACT WEEK

November 4 – 10, 2024, and encourage all citizens to join in recognizing the Interactors of Palatka Jr./Sr. High School for their contributions and to express appreciation to Rotary International for its enduring commitment to empowering our youth and improving our community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Palatka to be affixed this 14th day of November, 2024.

CITY OF PALATKA

By: \_\_\_\_\_  
Mayor

Attest:

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

Date filed with the City Clerk: 11/14/2024

## STAFF REPORT

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

In honor of Veterans Day earlier this week, recognize City employees who are Veterans.

### **BACKGROUND**

### **PROJECT ANALYSIS**

### **Staff Recommendation**

Recognize Staff for their contribution to the Armed Forces of the United States of America.

### **ATTACHMENTS**

|    |                                       |
|----|---------------------------------------|
| 1. | 2024.11.14 Veterans who are employees |
|----|---------------------------------------|





**THE CITY OF PALATKA SALUTES  
THE MILITARY SERVICE OF CITY STAFF  
Veterans Day 2024**

Director Yul McNair, US Navy  
Mr. Thomas Jusino, US Marines  
Mr. Robert White, US Army  
Mr. David Green, US Navy  
Director Eddie Cutwright, US Army  
Engineer Jared Bradley, US Marines  
Engineer Matthew House, US Marines  
Firefighter Joseph Taylor, US Army Reserve  
Firefighter Josh Nannini, US Marine Corp reserves  
Cpt. Kenny Sugden, US Navy  
Mrs. Virginia Jones, US Army  
Officer Juston Hale, US Army  
Officer David Lazo, US Navy  
Mr. Bobby Conyers, US Marines  
Lt. Demetrious Johnson, US Navy  
Mr. Ray Hirniak, US Air Force  
Mr. Chris Lewis, US Army  
Mr. Joe Verrechio, US Navy  
Chaplain Alonzo Mulberry, US Army  
Mr. Brian McCann, US Army  
Mr. Raymond Tucker, US Army

**RECOGNITION - Palatka Fire Department B-Shift personnel, Captain Kenny Reed and Firefighter Lauren Futch deployment to Dixie County after catastrophic hurricane damage**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

To recognize our personnel for their sacrifice to serve others.

### **BACKGROUND**

Two personnel from the fire department were deployed directly to Dixie County after the catastrophic damage caused by Hurricane Helene. Their deployment consisted of 7 days away from their families as part of Structural Task Force 3301.

### **PROJECT ANALYSIS**

### **Staff Recommendation**

To recognize their efforts and sacrifice.

### **ATTACHMENTS**

|    |                             |
|----|-----------------------------|
| 1. | Palatka Fire Commendation's |
|----|-----------------------------|





# St. Augustine Fire Department

101 Malaga Street  
St. Augustine, FL 32084  
Ph: 904.825.1098 (Non-Emergency)  
Fax: 904.825.1093

---

October 15, 2024

Chris Taylor  
Fire Chief  
Palatka Fire Department  
500 N. Moody Road  
Palatka, FL 32177

Dear Chief Taylor,

I hope this letter finds you well. I am writing to express my heartfelt commendation for the extraordinary efforts of Captain Kenneth Reed and Firefighter Lauren Futch who responded as part of Structural Task Force 3301 (STF3301) during the devastating aftermath of Hurricane Helene in Dixie County. The impact of the hurricane on this community, particularly in Jena, Horseshoe Beach, and Suwannee, was nothing short of catastrophic, but I am proud to say that our team rose to the occasion with unwavering dedication.

The professionalism, commitment, and compassion demonstrated by your personnel during this challenging time were truly inspiring. They exemplified the highest standards of the fire service, providing not only critical support in emergency response but also comfort and reassurance to the residents affected by the storm. It is a testament to the caliber of training and leadership within your organization that your team could respond with such efficiency and empathy.

I would also like to extend my gratitude for the resources and support you committed to this mission. Your trust in me as the Task Force Leader to care for and look out for your personnel did not go unnoticed. It was an honor to work alongside such dedicated individuals who embody the spirit of teamwork and service that our communities rely on in times of crisis.

Thank you once again for your exemplary leadership and the outstanding contributions of your crews. Together, we have made a significant difference in the lives of those affected by Hurricane Helene, and I look forward to our continued collaboration in the future.

Sincerely,

Carlos Aviles  
Fire Chief, St Augustine Fire Department

**PRESENTATION - Florida Department of Transportation closing of "Short" Crill Avenue**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

City Staff has asked the Florida Department of Transportation to provide a presentation to give an update to the Commission concerning the closing of "Short" Crill Avenue (State Road 20).

### **BACKGROUND**

### **PROJECT ANALYSIS**

Attached please find the presentation from FDOT. Justin Garland, P.E. on the SR20 project, and Meg Ross, Community Outreach Specialist, will attend the meeting virtually.

### **Staff Recommendation**

Informational.

### **ATTACHMENTS**

|    |                   |
|----|-------------------|
| 1. | State Road 20 CoP |
|----|-------------------|





# STATE ROAD 20 SAFETY IMPROVEMENTS

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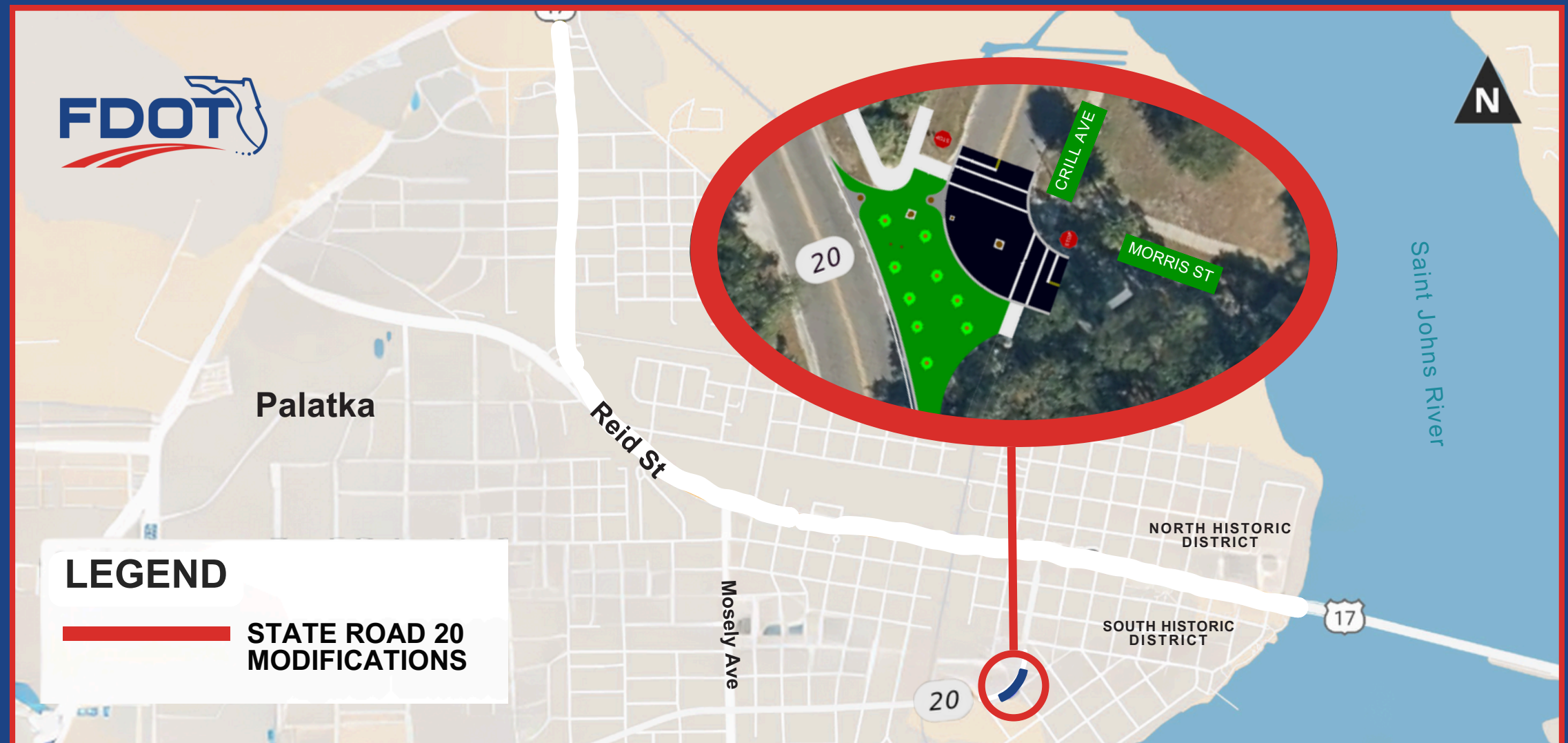
FIN: 428797-3



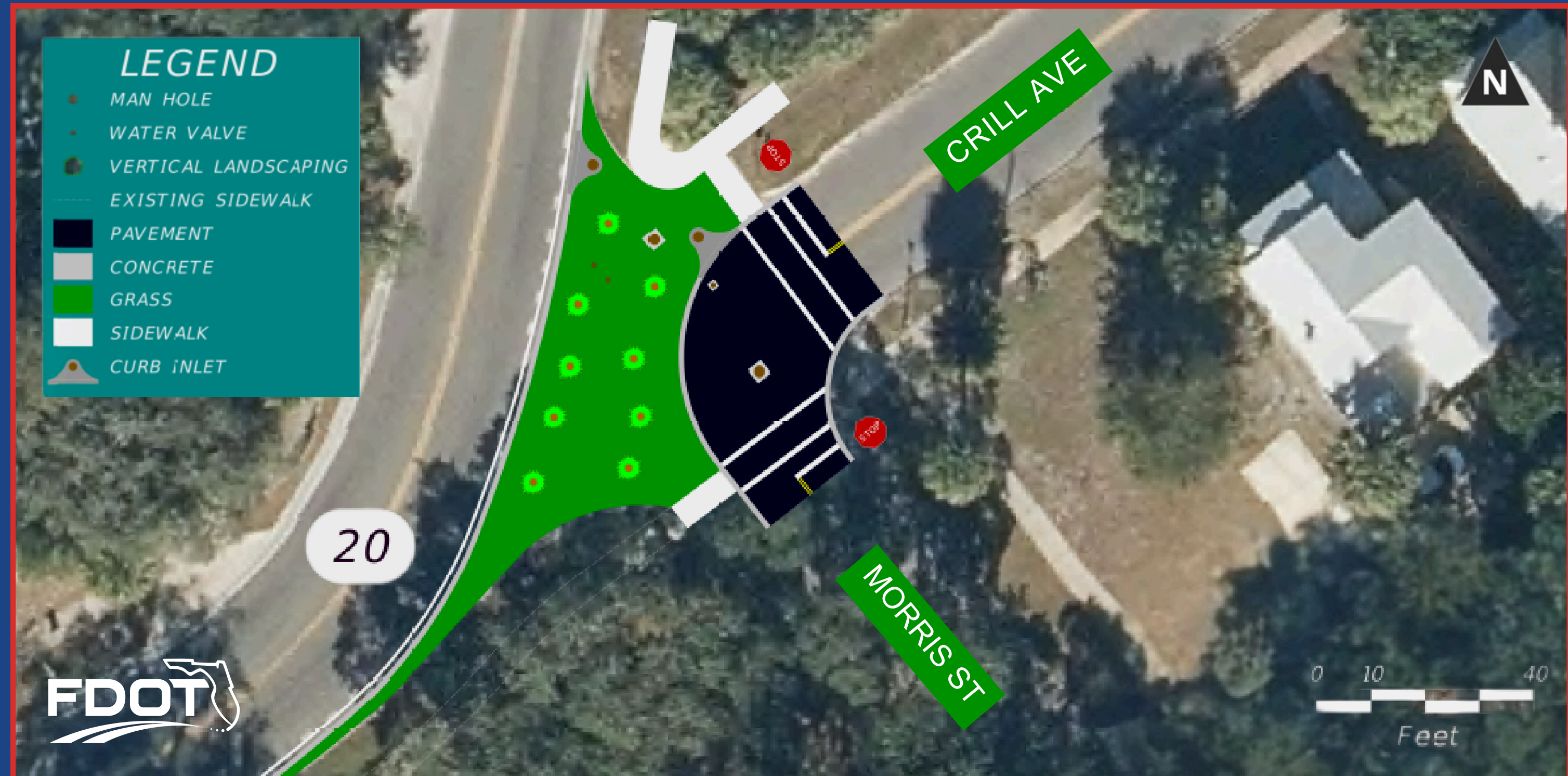


# PROPOSED STATE ROAD 20 MODIFICATIONS

- Eliminating access to State road 20 from Crill Avenue
- Eliminating access to State Road 20 from Morris Street



# PROPOSED STATE ROAD 20 MODIFICATIONS



# COST AND SCHEDULE

## PROJECT SCHEDULE

Winter 2025

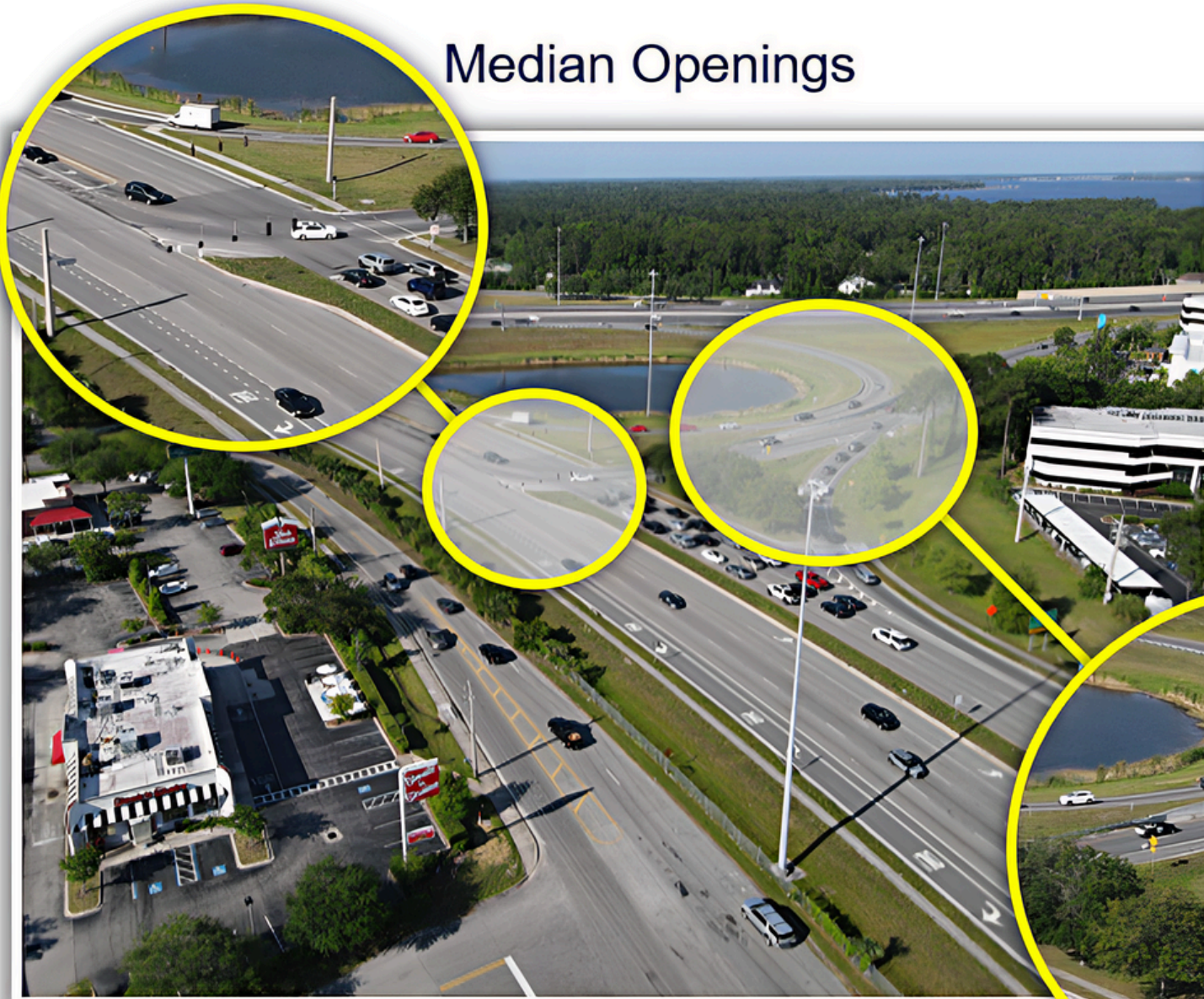
## PROJECT COST

Estimated  
\$657.3 Thousand



**Access management is the careful planning of the location, type and design of access to properties, businesses and homes.**

Median Openings



Interchanges



Driveway Openings



Traffic Signals



# ACCESS MANAGEMENT REVIEW COMMITTEE

**Attention:**

Carlos Nieto, PE

**Address:**

Florida Department of Transportation  
2198 Edison Avenue, MS 2815  
Jacksonville, Florida 32204

**Phone:**

(904) 360-5455 or (800) 207-8236

**Email:**

[CarlosA.Nieto@dot.state.fl.us](mailto:CarlosA.Nieto@dot.state.fl.us)





## State Road 20 Safety Improvements at Crill Avenue and Morris Street

[About this Project](#)

[Photos](#)

[Documents](#)

[Public Events](#)

### Overview

FDOT proposes the following modifications to State Road 20:

- Eliminating access from Crill Avenue to State Road 20
- Eliminating access from Morris Street to State Road 20

### Project Details

Project Start: TBD

Expected Completion: TBD

Cost: TBD

Roads: State Road 20

Counties: Putnam

Cities: Palatka

**PROJECT WEBSITE:** <https://nflroads.com/ProjectDetails?p=5649&f=1>

THANK  
YOU



## PRESENTATION - Policy Updates

# STAFF REPORT

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

The Human Resources Department would like to present updates to two policies.

### **BACKGROUND**

The attached updates clarify working hours and lunch breaks for City of Palatka employees, along with additional details on the exit interview process to ensure clear policy understanding.

### **PROJECT ANALYSIS**

### **Staff Recommendation**

Please take into account the following information to standardize working hours and breaks across all departments, as well as to clarify the exit procedures for departing employees.

### **ATTACHMENTS**

|    |                     |
|----|---------------------|
| 1. | SECTION 11 Updated  |
| 2. | APPENDIX 11-Updated |

## SECTION 11.0

### TERMINATION:

#### 11.1 RESIGNATION OR DISCHARGE;

If an employee finds it necessary to resign from the City's Service after more than six (6) months' employment, he will be expected to give his department head notice, stating the specific reason for his/her resignation.

When an employee terminates his employment, it is suggested that before picking up his/her final paycheck, he/she arranges to meet with his/her department head, or the Personnel Director to discuss the reason for his decision to terminate. Such discussion will be held in strict confidence.

Employees who voluntarily leave the organization, may be asked to attend an exit interview either in person or if preferred, a questionnaire can be provided via email. However, terminated employees will be provided the exit interview questionnaire via email.

#### 11.2 FINAL PAYCHECK;

The final paycheck will not be issued to a terminated employee until his/her department head or superintendent is satisfied that he/she has returned any City owned property assigned to him/her (i.e.; uniforms, tools, keys, textbooks, police firearms, ammunition, equipment, etc.). He/she must also have satisfied any obligation to the City.

# APPENDIX 11

## EMPLOYEE BREAKS

### POLICY:

Lunch breaks at work are decided by the City Manager based on the established work hours of the department. The length of these breaks can range from thirty (30) to sixty (60) minutes depending on when the department workday begins:

See the tables below detailing lunch break durations according to start and ending work hours:

| START | END  | LUNCH BREAK |
|-------|------|-------------|
| 6:00  | 2:30 | 30 MINUTES  |
| 7:00  | 3:30 | 30 MINUTES  |
| 7:30  | 4:00 | 30 MINUTES  |
| 8:00  | 4:30 | 30 MINUTES  |
| 8:30  | 5:00 | 30 MINUTES  |

| START | END  | LUNCH BREAK |
|-------|------|-------------|
| 6:00  | 3:00 | 1 HOUR      |
| 7:00  | 4:00 | 1 HOUR      |
| 7:30  | 4:30 | 1 HOUR      |
| 8:00  | 5:00 | 1 HOUR      |
| 8:30  | 5:30 | 1 HOUR      |

~~Breaks from work shall be limited to two (2) breaks in any one (1) eight (8) or ten (10) hour work day.~~  
Employees are allowed a maximum of two breaks during an eight or ten-hour workday. Break times may not be accumulated or utilized to extend lunch breaks. If it is not taken, the employee loses it.



Supervisors shall be responsible for controlling breaks within their divisions and departments. They should see to it that the privilege is not abused.

In every case, it shall be up to the immediate supervisor to regulate breaks and insure that this privilege is not abused.

# STAFF REPORT

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

## APPLICATION REQUEST

### BACKGROUND

New Hires from September to October

### PROJECT ANALYSIS

### Staff Recommendation

Congratulations to the new employees of the City of Palatka

### ATTACHMENTS

|    |                     |
|----|---------------------|
| 1. | New Hire Powerpoint |
|----|---------------------|

# CITY OF PALATKA NEW HIRES

# Alex Romero Planning Clerk

---



Carlos  
Dominguez  
Brito  
Project/Grant  
s  
Administrator

---





# Daphne Brusoe Grant Writer

---





# Jodi Funk Administrativ e Assistant I

---



# Ryan Mickles Planner I

---





# Trevarus Edwards Reclamation Mechanic Trainee

---



Pattrell  
Norris  
Sanitation  
Driver





# Andrew Powell Streets Equipment Operator





# Elijae Sessions Sanitation Driver

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**PRESENTATION - American Rescue Plan Act funding (ARPA)**

# **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

**APPLICATION REQUEST**

See attached, verbal update to be provided.

**BACKGROUND**

**PROJECT ANALYSIS**

**Staff Recommendation**

**ATTACHMENTS**

|    |                                      |
|----|--------------------------------------|
| 1. | ARPA_unencumbered funds 11-07-24 jap |
|----|--------------------------------------|

American Rescue Plan Spending Project List (as of 11/1/2024)

| Project Description                                      | Original Budget | Commission-<br>Approved<br>Budget<br>Amendments | Amended Budget  | Committed -<br>Commissioners'<br>Approved | Encumbered Costs | Unmet Need -<br>Transfer Requested | Funds Expended  | Balance of<br>Allocated Funds | GL                | All transfers have been done between these ARPA projects                                                                                                                                                                                                  |
|----------------------------------------------------------|-----------------|-------------------------------------------------|-----------------|-------------------------------------------|------------------|------------------------------------|-----------------|-------------------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Housing Repair (22)                                      | \$ 490,243      |                                                 | \$490,243.00    | \$ 490,115.08                             |                  |                                    | \$ 127.92       | \$0.00                        | 300-63-559-8-3120 |                                                                                                                                                                                                                                                           |
| Small Businesses (32)                                    | \$ 100,000      | \$0.00                                          | \$100,000.00    |                                           |                  | \$ (100,000.00)                    |                 | \$0.00                        | 300-62-559-8-2900 | Transfer request - \$100,000 Lead & Copper Rule                                                                                                                                                                                                           |
| Vocational/ Education/<br>COVID 19 Education (32)        | \$ 80,000       | (\$56,000.00)                                   | \$24,000.00     |                                           |                  |                                    |                 | \$24,000.00                   | 300-63-559-8-3500 | Transfer request -\$16,000 to Youth Council - PAL donation<br>Transfer request -\$40,000 to Utility                                                                                                                                                       |
| Homeless Assistance (22)                                 | \$ 50,000       | \$0.00                                          | \$50,000.00     |                                           |                  |                                    |                 | \$50,000.00                   | 300-63-559-8-3110 |                                                                                                                                                                                                                                                           |
| Mental Health Support (36)                               | \$ 100,000      | \$0.00                                          | \$100,000.00    |                                           |                  |                                    |                 | \$100,000.00                  | 300-63-559-8-3400 |                                                                                                                                                                                                                                                           |
| Public Health (112)                                      | \$ 50,000       |                                                 | \$50,000.00     |                                           |                  | \$ (50,000.00)                     |                 | \$0.00                        | 300-61-559-8-1200 | Transfer request - \$40,000 to Lead & Copper Rule<br>Transfer request - \$10,000 to Animal Rescue Consortium                                                                                                                                              |
| Sports Complex- Gateway to<br>10th and 11th Street (105) | \$ 25,000       | \$0.00                                          | \$25,000.00     |                                           |                  |                                    |                 | \$25,000.00                   | 300-66-559-8-6100 |                                                                                                                                                                                                                                                           |
| Removal of Blight- Purchase<br>VACANT properties (37)    | \$ 225,000      | \$0.00                                          | \$225,000.00    |                                           | \$ 5,200.00      | \$ (8,990.54)                      | \$ 10,500.00    | \$200,309.46                  | 300-66-559-8-6102 | Transfer request \$8,990.54 to Lead & Copper Rule                                                                                                                                                                                                         |
| Utility Assistance (104)                                 | \$ 150,000      | \$44,822.26                                     | \$194,822.26    |                                           |                  |                                    | \$ 194,822.26   | \$0.00                        | 300-62-559-8-2200 | Transfer \$40K from Vocational Education<br>\$72.18 from Utility Admin<br>\$2,061.40 from SCBA Airbags,<br>\$50.08 from Radios<br>\$2,638.60 from SIA Palm to Moseley                                                                                     |
| Utility Assistance - Admin<br>Exp. (104)                 | \$ -            | \$21,800.21                                     | \$21,800.21     |                                           |                  |                                    | \$ 21,800.21    | \$0.00                        | 300-62-559-8-2300 | Transfer \$21,800 from Youth Council<br>21 from Utility                                                                                                                                                                                                   |
| Utility Assistance - Admin<br>Supplies (104)             |                 | \$1,427.61                                      | \$1,427.61      |                                           |                  |                                    | \$ 1,427.61     | \$0.00                        | 300-62-559-8-2301 |                                                                                                                                                                                                                                                           |
| Road Maintenance<br>Infrastructure (58)                  | \$ -            | \$250,000.00                                    | \$250,000.00    |                                           |                  |                                    | \$ 84,537.50    | \$165,462.50                  | 300-66-559-8-6103 | Transfer \$250K from Broadband                                                                                                                                                                                                                            |
| Granular Activated Carbon<br>Filter Project (GAC)(79)    | \$ 1,538,555    | (\$151,276.82)                                  | \$1,387,278.18  |                                           | \$ 85,428.46     |                                    | \$ 1,130,341.11 | \$171,508.61                  | 300-65-559-8-5100 | Transfer req \$40,488.91 to Palm to Moseley<br>Transfer req \$84,734.30 to 800 Mhz Radios<br>Transfer req \$26,053.61 to 800 Mhz Radios                                                                                                                   |
| St. Johns Avenue Palm to<br>Moseley (71)                 | \$ 1,242,623.00 | (\$37,775.69)                                   | \$ 1,204,847.31 |                                           |                  | \$ (14,562.90)                     | \$ 1,190,284.41 | \$0.00                        | 300-65-559-8-5110 | Transfer req -\$39,353.00 to GIS St Johns Downtown Potable<br>req -\$35,973.00 to GIS CDBG N32 Palatka Heights<br>\$2,938.60 to Utility Assistance<br>to Palm to Moseley<br>Transfer req \$40,488.91<br>Transfer req \$14,562.90 to Lead<br>& Copper Rule |
| SCBA Air Packs (112)                                     | \$ 330,000      | (\$2,061.40)                                    | \$327,938.60    |                                           |                  |                                    | \$ 327,938.60   | \$0.00                        | 300-61-559-8-1500 | Transfer req. \$2,061.40 to Utility Assistance                                                                                                                                                                                                            |
| 800 Mhz Radios                                           | \$ 580,000      | \$110,737.83                                    | \$690,737.83    |                                           | \$ 5,310.50      | \$ (36,446.56)                     | \$ 648,980.77   | \$0.00                        | 300-66-559-8-6101 | Transfer \$110,787.91 from GAC<br>Request \$36,446.56 to Lead & Copper Rule                                                                                                                                                                               |
| GIS St. Johns Downtown<br>Potable (71)                   |                 | \$39,353.00                                     | \$39,353.00     |                                           |                  |                                    | \$ 39,353.00    | \$0.00                        | 300-65-559-8-5120 | Transfer \$39,353 from Palm to Moseley                                                                                                                                                                                                                    |
| GIS CDBG N32 Palatka<br>Heights (71)                     |                 | \$35,973.00                                     | \$35,973.00     |                                           | \$ 3,597.30      |                                    | \$ 32,375.70    | \$0.00                        | 300-65-559-8-5130 | Transfer \$35,973 from Palm to Moseley                                                                                                                                                                                                                    |
| Youth Council (28)                                       | \$ 23,000       | (\$7,000.00)                                    | \$16,000.00     |                                           |                  |                                    | \$ 16,000.00    | \$0.00                        | 300-63-559-8-3300 | From Vocational Education \$16K for PAL donation                                                                                                                                                                                                          |
| Broadband                                                | \$ 250,000      | (\$250,000.00)                                  | \$0.00          |                                           |                  |                                    |                 | \$0.00                        | 300-65-559-8-1700 | Transfer Request -\$250K to Road Maintenance Infrastructure                                                                                                                                                                                               |
| Public Health - ARK<br>Initiative (113)                  | \$ -            |                                                 |                 |                                           |                  | \$ 10,000.00                       |                 | \$ 10,000.00                  | 300-61-559-8-1600 | Transfer from Public Health for a non-profit operations                                                                                                                                                                                                   |
| Lead & Copper Rule (77)                                  |                 |                                                 |                 |                                           |                  | \$ 200,000.00                      |                 | \$ 200,000.00                 | 300-65-559-8-5140 | Transfer from various accounts for implementation of Lead Inventory                                                                                                                                                                                       |
|                                                          | \$ 5,234,421    | \$0.00                                          | \$ 5,234,421    | \$ 490,115.08                             | \$ 99,536.26     | \$ -                               | \$ 3,698,489.09 | \$946,280.57                  |                   |                                                                                                                                                                                                                                                           |

**Funding Amount** \$ 5,234,421  
**Suggested Projects** \$ (5,234,421)  
**Remaining Balance** \$ -

## **UPDATE - Airport Land Swap**

**Andrew Holesko from Passero Engineers will explain the details of the land swap between the Airport and Mr. Nations. He will explain the number of acres being received by the City Airport and the number of acres being released by the City Airport; and the related value of the transfer.**

# **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

## **APPLICATION REQUEST**

## **BACKGROUND**

*AS of 10/21/2024, Andrew stated the following:*

*"The combined appraised value of the four parcels of Airport property proposed for release and sale is approximately \$525,000, according to the provided appraisal report. However, the City has not provided a draft Purchase and Sale Agreement for that transaction for FAA review.*

*ASO-620 requested the agreement from ORLANDO on April 10, 2024, in order to ensure the proposed sale price is commensurate with the appraisal, but it has yet to be submitted.*

*Therefore, the proposed sale price for the Airport land disposal is currently unknown. However, the appraisal reports indicate the value summary and the estimate for the Airport land sale may be \$396,000. Unfortunately, the value summary and acreage referenced thereof does not equate to the acreage requested for release or the acreage proposed to be acquired.*

*However, the City's proposal package indicates that the 12.4-acre parcel is proposed to be acquired by the Airport for \$445,000. The appraisal indicates that the appraised value of the land is also \$445,00. The proposal package states that disposition of the 14.98+- acres of Airport property will serve to fund the 12.4-acre acquisition. It will also result in approximately \$247,000 of the income from the disposal becoming airport revenue for use in operational and development programs. Therefore, the proposed deal appears to be a net benefit to the Airport, but documentation to confirm information and ensure sufficiency of the agreement is not currently available.*

*The City's proposal package indicates that the proposed sale price for the Airport land is about \$692,000. This is about \$170,000 more than the appraised value of the land, according to the appraisal report. The airport should clarify and confirm the proposed sale price for the airport land via a draft Purchase and Sale Agreement. The City should also submit a cover letter for its proposal package, that is signed and dated by City leadership, that explains the proposal in*

*more detail overall, that explains the appraisal results, and that explains the proposed real estate transactions in more detail. Draft conveyance instruments for the transactions are also needed for review and should be explained in the cover letter as well. This information was requested by ASO-620, via the ORL-ADO, on April 10, 2024, but the Airport has yet to respond."*

*City Attorney West secured a fully executed addendum to the contract extending the closing date to no later than March 15, 2025. "This should give our new leadership some breathing room to get up to speed on this issue and finalize the transaction."*

**PROJECT ANALYSIS**

**Staff Recommendation**

Gain understanding of the benefit and expected timeline to complete the transaction

**ATTACHMENTS**

|    |                                                |
|----|------------------------------------------------|
| 1. | Airport Land Swap Transaction breakdown        |
| 2. | Airport Land Swap Contract                     |
| 3. | Airport Land Swap Settlement Statement Phase I |



| Aviation<br>Related |              | Purchase and Sale |                | Appraisal                                                        |                                                                                                        | Description |
|---------------------|--------------|-------------------|----------------|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|-------------|
| Buyer               | Transaction  | Agreement         |                |                                                                  |                                                                                                        |             |
| City                | Non-Aviation | \$ 1,624,400      | \$ (1,225,000) | \$ 1,624,400                                                     | Total Purchase Price                                                                                   |             |
| City                | Non-Aviation | \$ (1,225,000)    | \$ (72,000)    | \$ (1,225,000)                                                   | Exhibit D - 1.49 Acres with Buildings (LR-5)                                                           |             |
| City                | Non-Aviation | \$ (72,000)       | \$ (40,000)    | \$ (72,000)                                                      | Exhibit E - 2.00 Acres (LR-2)                                                                          |             |
| City                | Non-Aviation | \$ (40,000)       | \$ (445,000)   | \$ (40,000)                                                      | Exhibit G - 1.06 Acres (LR-2)                                                                          |             |
| Jeffrey Nations     | Aviation     | \$ 287,400        | \$ 287,400     | \$ 287,400                                                       | SUBTOTAL (Balance after Non-Aviation Transactions)                                                     |             |
| Jeffrey Nations     | Aviation     | \$ 267,120        | \$ 22,320      | \$ 266,000                                                       | Exhibit F - 7.42 Acres PROPOSED LAND RELEASE (Adjusted for difference of +0.02 acres)                  |             |
| Jeffrey Nations     | Aviation     | \$ 74,880         | \$ (445,000)   | \$ 25,000                                                        | Exhibit F - 0.62 Acres PROPOSED LAND RELEASE (Adjusted for difference of +0.08 acres)                  |             |
| City                | Aviation     | \$ (445,000)      | \$ (445,000)   | \$ 65,000                                                        | Exhibit H - 2.08 Acres PROPOSED LAND RELEASE (Adjusted for difference of +0.28 acres)                  |             |
|                     |              | \$ 206,720        | \$ 198,400     | \$ 12.37 Acres PIN 03-10-26-0000-0131-0023 PROPOSED AERONAUTICAL |                                                                                                        |             |
|                     |              |                   |                |                                                                  | * A positive number reflects a net positive(real estate) to Airport as a result of the sale agreement. |             |

Highlighted items have not closed yet and are contingent on FAA release per addendum to Purchase and Sale Agreement.

The balance of the land to be released including the taxiway, extension of PRC Way and abandoned runway to the south of Exhibit D and E is 3.74 acres valued at \$134,640. The City will be retaining this property for road and parking lot improvements to service the industrial park.

| Land Value Conclusion |  | Per Ac   |
|-----------------------|--|----------|
| Min. adj. Price/Ac    |  | \$26,385 |
| Max. adj. Price/Ac    |  | \$39,126 |
| Avg adj. Price/Ac     |  | \$34,565 |
| Reconciled Value/Ac   |  | \$36,000 |

| Land Value Conclusion  |           |           |
|------------------------|-----------|-----------|
| Adopted Price Per Acre |           | Rounded   |
| Lands to Seller (JLN)  |           |           |
| 0.7 Ac of -0000        | \$25,200  | \$25,000  |
| 7.4 Ac of -0000        | \$266,400 | \$266,000 |
| 1.1 Ac of -0000        | \$39,600  | \$40,000  |
| 1.8 Ac of -0000        | \$64,800  | \$65,000  |
| Total                  |           | \$396,000 |
| Lands to Buyer (City)  |           |           |
| 2.0 Ac of -0071        | \$72,000  | \$72,000  |
| 1.1 Ac of -0070        | \$39,600  | \$40,000  |
| 12.37 Ac -0020         | \$445,320 | \$445,000 |
| Total                  |           | \$557,000 |

**Lands To Buyer (City of Palatka)**

- +/- 2.0 Ac of 7.47Ac -0071
- Improved 1.49 Ac -0040
- +/- 1.1 Ac of 6.74 Ac -0070
- +/- 12.37 Ac -0020

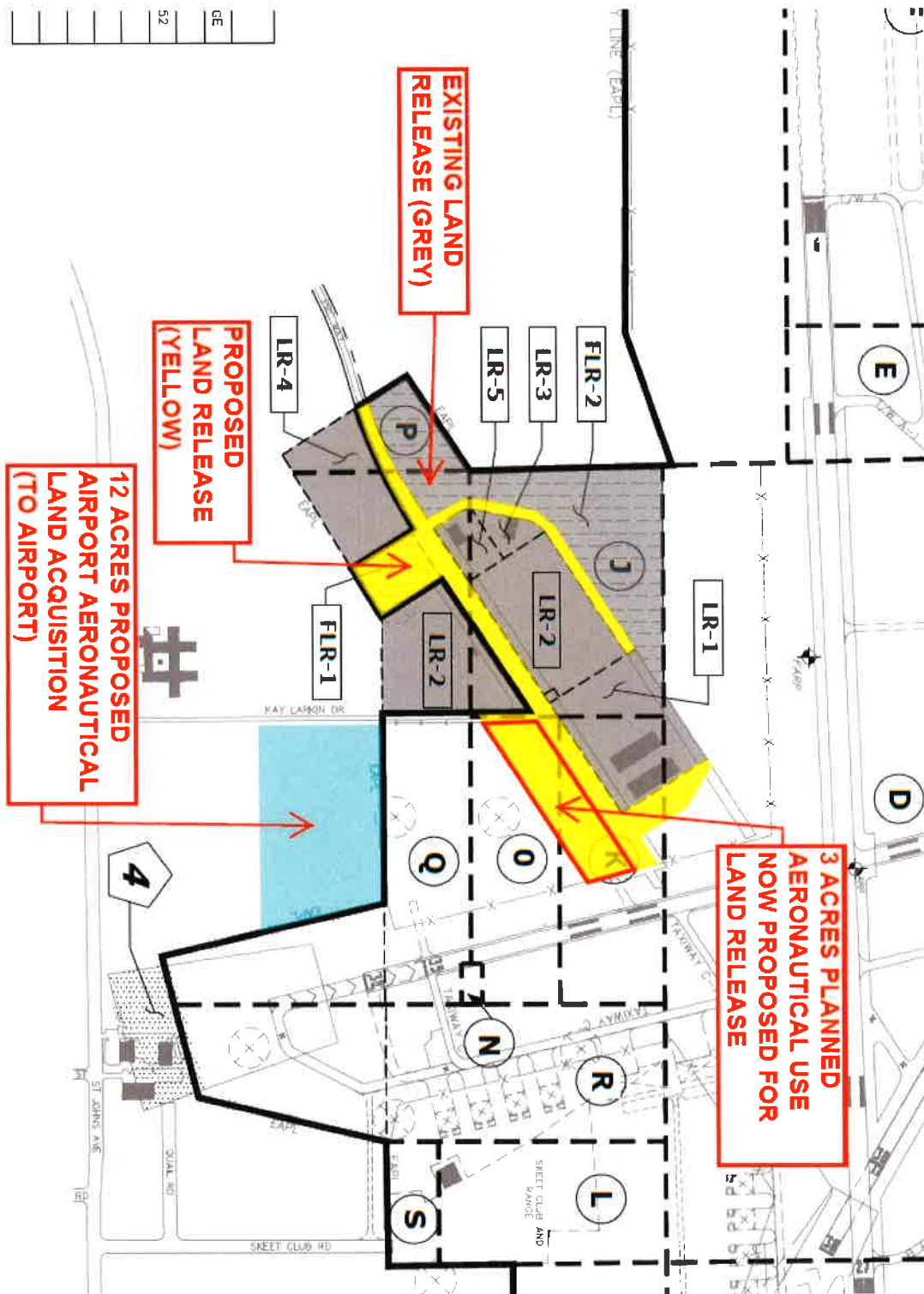
**Lands To Seller (Jeffery Lee Nations)**

- +/- 0.7 Ac of 693.76 Ac -0000
- +/- 7.4 Ac of 693.76 Ac -0000
- +/- 1.1 Ac of 693.76 Ac -0000
- +/- 1.8 Ac of 693.76 Ac -0000

**Other Labels:**

- 0010-0000
- 0010-0030
- 0010-0040
- 0010-0070
- 0010-0071
- 0010-0072
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Commercial Contract

1 **1. PARTIES AND PROPERTY:** City of Palatka, Florida, a Municipal Subdivision of the State of FL ("Buyer")  
2 agrees to buy and Jeffery Lee Nations, or assigns ("Seller")  
3 agrees to sell the property at:  
4 Street Address: See Exhibit B  
5  
6 Legal Description: See Attached: Exhibit B  
7  
8 and the following Personal Property: None. Also, See Exhibit C.  
9  
10 (all collectively referred to as the "Property") on the terms and conditions set forth below  
11 **2. PURCHASE PRICE:** \$ (1,624,400.00)  
12 (a) Deposit held in escrow by: Palatka Abstract \$  
13 ("Escrow Agent") (checks are subject to actual and final collection)  
14 Escrow Agent's address: 113 N 4th St, Palatka, FL 32177 Phone: 386-325-4029  
15 (b) Additional deposit to be made to Escrow Agent  
16 ☐ within days (3 days, if left blank) after completion of Due Diligence Period or  
17 ☒ within 7 days after Effective Date \$ 160,000.00  
18 (c) Additional deposit to be made to Escrow Agent  
19 ☐ within days (3 days, if left blank) after completion of Due Diligence Period or  
20 ☐ within days after Effective Date \$  
21 (d) Total financing (see Paragraph 5) \$  
22 (e) Other \$  
23 (f) All deposits will be credited to the purchase price at closing.  
24 Balance to close, subject to adjustments and prorations, to be paid  
25 via wire transfer. \$ 1,464,400.00  
26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of  
27 Buyer's written notice of acceptability.

28 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by Seller  
29 and Buyer and an executed copy delivered to all parties on or before October 31, 2023, this offer  
30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be  
31 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the  
32 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or  
33 Calendar days will be used when computing time periods, except time periods of 5  
34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next  
36 business day. Time is of the essence in this Contract.

37 **4. CLOSING DATE AND LOCATION:**  
38 (a) Closing Date: This transaction will be closed on 1/31/2024 (Closing Date), unless  
39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods  
40 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer (B) and Seller (SN) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages

on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) **Location:** Closing will take place in Putnam County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

##### 5. THIRD PARTY FINANCING:

**BUYER'S OBLIGATION:** On or before N/A days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed N/A% of the purchase price or \$\_\_\_\_\_, with a fixed interest rate not to exceed N/A% per year with an initial variable interest rate not to exceed N/A%, with points or commitment or loan fees not to exceed N/A% of the principal amount, for a term of N/A years, and amortized over N/A years, with additional terms as follows:

N/A

**Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within \_\_\_\_\_ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within \_\_\_\_\_ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

**6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other \_\_\_\_\_, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) \_\_\_\_\_

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as \_\_\_\_\_

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and within \_\_\_\_\_ days after Effective Date or at least \_\_\_\_\_ days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

**Buyer**  and **Seller**  acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.



Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.

(b) **Title Examination:** Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within \_\_\_\_\_ days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** (check applicable provisions below)

☐ Seller will, within \_\_\_\_\_ days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

\_\_\_\_\_ prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated.

☒ Buyer will, at ☐ Seller's ☒ Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☒ Buyer will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

**7. PROPERTY CONDITION:** Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$1.00 \_\_\_\_\_ (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b))

☐ (a) **As Is:** Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ (b) **Due Diligence Period:** Buyer will, at Buyer's expense and within 90 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the

Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

**8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☐ only with **Buyer's** consent ☒ without **Buyer's** consent.

**9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) **Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) **Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) **Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

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with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

**10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

**11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have \_\_\_\_\_ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

**12. FORCE MAJEURE:** **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

**13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

**14. DEFAULT:**

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of **Buyer's** deposit without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. If **Buyer** elects a deposit refund, **Seller** may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

~~**15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.~~

**16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

**Buyer** (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (JN) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

CC-5x Rev 7/23

Serial#: 006411-000169-8604306

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251 **17. DISCLOSURES:**

252 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales  
253 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of  
254 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the  
255 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not  
256 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

257 (b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special  
258 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such  
259 liens, if any, shall be paid as set forth in Paragraph 9(e).

260 (c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in  
261 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that  
262 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon  
263 and radon testing may be obtained from your county public health unit.

264 (d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by  
265 Section 553.996, Florida Statutes.

266 **18. RISK OF LOSS:**

267 (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will  
268 bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to  
269 Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and  
270 Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim  
271 to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any  
272 such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of  
273 the Buyer.

274 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the  
275 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this  
276 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of  
277 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at  
278 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate  
279 with and assist Buyer in collecting any such award.

280 **19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☐ is not  
281 assignable ☒ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement  
282 to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This  
283 Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if  
284 assignment is permitted).

285 **20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.  
286 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.  
287 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated  
288 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or  
289 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract  
290 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be  
291 construed under Florida law and will not be recorded in any public records.

292 **21. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a  
293 licensed real estate Broker other than:

294 (a) **Seller's Broker:** \_\_\_\_\_ N/A \_\_\_\_\_ N/A  
295 (Company Name) (Licensee)

296 who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by  
297 ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) \_\_\_\_\_  
298 \_\_\_\_\_  
299 \_\_\_\_\_

300 (b) **Buyer's Broker:** \_\_\_\_\_ N/A \_\_\_\_\_ N/A  
301 (Company Name) (Licensee)

301 (Address, Telephone, Fax, E-mail)

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who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by  
☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)  
N/A

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

**22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

- |                                                             |                                                              |                                                         |
|-------------------------------------------------------------|--------------------------------------------------------------|---------------------------------------------------------|
| <input checked="" type="checkbox"/> (A) Arbitration         | <input type="checkbox"/> (E) Seller Warranty                 | <input type="checkbox"/> (I) Existing Mortgage          |
| <input type="checkbox"/> (B) Section 1031 Exchange          | <input type="checkbox"/> (F) Coastal Construction Control Li | <input type="checkbox"/> (J) Buyer's Attorney Approval  |
| <input type="checkbox"/> (C) Property Inspection and Repair | <input type="checkbox"/> (G) Flood Area Hazard Zone          | <input type="checkbox"/> (K) Seller's Attorney Approval |
| <input type="checkbox"/> (D) Seller Representations         | <input type="checkbox"/> (H) Seller Financing                | <input type="checkbox"/> Other _____                    |

**23. ADDITIONAL TERMS:**

Seller acknowledges that this offer must be approved by the Palatka City Commission in accordance with City administrative procedure.

SELLER and BUYER certify that no Florida licensed real estate brokers or sales agents were used to procure this Contract and that no one is entitled to a real estate commission in this transaction.

Buyer hereby assures, warrants, and agrees that Seller may continue to access (and be granted access to, if not already) all drainage and utility easements.

In any claim or controversy arising out of or relating to this Contract, each party shall bear their own fees and costs.

Contingencies as outlined in Exhibit C.

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

CC-5x Rev 7/23  
Serial#: 005411-000168-5604386

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Form  
Simplicity



Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

**ATTENTION: SELLER AND BUYER**

**CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. It is a crime to buy or knowingly sell property in violation of the Act.

**At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.** Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

(Signature of Buyer) \_\_\_\_\_ Date: 10.13.23

Jonathan C. Griffith Tax ID No.: 59-6000401  
(Typed or Printed Name of Buyer)

Title: Interim City Manager Telephone: 386-329-0100

(Signature of Buyer) \_\_\_\_\_ Date: \_\_\_\_\_

(Typed or Printed Name of Buyer) \_\_\_\_\_ Tax ID No.: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Buyer's Address for purpose of notice \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

(Signature of Seller) \_\_\_\_\_ Date: 10/13/23

Jeffery Lee Nations Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Seller)

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

(Signature of Seller) \_\_\_\_\_ Date: \_\_\_\_\_

(Typed or Printed Name of Seller) \_\_\_\_\_ Tax ID No.: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Seller's Address for purpose of notice: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer (\_\_\_\_\_) and Seller (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

0.7 Acres 0.2 Miles

7.4 Acres 0.8 Miles

0.71 Acres

0.21 Acres

0.21 Acres

0.21 Acres

0.21 Acres

0 0.03 0.05 0.07 0.1 mi

PC GIS

**Exhibit B**

10 Kay Larkin, Palatka Fl 32177 (Parcel Identification Number:03-10-26-0000-0010-0010-0040)

To include Parcel Identification Number: 03-10-26-0000-0131-0020, northernmost 1.1 acre portion of parcel 03-10-26-0000-0010-0070, and westernmost +/- 2 acres of Parcel Identification Number: 03-10-26-0000-0010-0071;

All subject to contingencies in Exhibit C.

95

### Exhibit C

This commercial Contract is contingent upon:

- Approval by the City of Palatka City Commission; and
- Buyer obtaining all necessary land releases from the Federal Aviation Administration on the parcels identified in Exhibit A; and
- Buyer conveying to Seller the parcels identified in Exhibit A, providing to Seller the same amount of due diligence period and terms provided to Buyer in this subject contract; and
- Seller acquiring the desired zoning designation for the property that Seller will retain after the closing, consistent with contiguous property; and
- Buyer acquiring the desired zoning designations for the property that Buyer will retain after the closing, consistent with contiguous property; and
- During the due diligence period, if the conveyance of the +/- 2 acres of westernmost parcel 01-10-26-000-0010-0071 interferes with Seller's site plan, Buyer agrees to resolve in good faith prior to closing the resulting boundary line as requested so long as buyer obtains no less than 1.75 acres; and
- Buyer will convey mutually agreeable +/- 1.1 equivalent acreage to offset +/- 1.1 acres from Exhibit B (northern most +/- 1.1 acre portion of 03-10-26-0000-0010-0070); and
- Buyer will grant Seller permission to bury, at Seller's expense, the existing overhead powerline running north/south marked on Exhibit A; and
- Buyer will retain ownership of all items currently inside the metal building (including but not limited to compressors, paint booth, and any affixed machinery), and agrees to remove all said contents inside the metal building no later than 30 days after closing; and
- After closing, Buyer hereby assures, warrants, and agrees that Seller may continue to access (and be granted access to, if not already) all drainage and utility easements.

03

30



|                                                                                                           |                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A.</b><br><b>U.S. DEPARTMENT OF HOUSING &amp; URBAN DEVELOPMENT</b><br><br><b>SETTLEMENT STATEMENT</b> | <b>B. TYPE OF LOAN:</b><br>1. <input type="checkbox"/> FHA    2. <input type="checkbox"/> FmHA    3. <input type="checkbox"/> CONV. UNINS.    4. <input type="checkbox"/> VA    5. <input type="checkbox"/> CONV. INS.<br>6. FILE NUMBER: 24-28    7. LOAN NUMBER:<br>8. MORTGAGE INS CASE NUMBER: |
|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**C. NOTE:** *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

|                                                                                                                                           |                                                                                                                                                |                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| <b>D. NAME AND ADDRESS OF BUYER:</b><br>City of Palatka, a municipal subdivision of the State of Florida                                  | <b>E. NAME AND ADDRESS OF SELLER:</b><br>Jeffery Lee Nations a/k/a Jeffrey Lee Nations                                                         | <b>F. NAME AND ADDRESS OF LENDER:</b>              |
| <b>G. PROPERTY LOCATION:</b><br>ALL of Parcel 03-10-26-0000-0010-0040 and<br>PART of Parcel 03-10-26-0000-0010-0071,<br>Putnam County, FL | <b>H. SETTLEMENT AGENT:</b><br>Palatka Abstract & Title Ins Inc<br><br><b>PLACE OF SETTLEMENT</b><br>113 North 4th Street<br>Palatka, FL 32177 | <b>I. SETTLEMENT DATE:</b><br><br>January 31, 2024 |

| J. SUMMARY OF BUYER'S TRANSACTION                      |                      |  |                     | K. SUMMARY OF SELLER'S TRANSACTION                     |                      |  |                     |
|--------------------------------------------------------|----------------------|--|---------------------|--------------------------------------------------------|----------------------|--|---------------------|
| <b>100. GROSS AMOUNT DUE FROM BUYER:</b>               |                      |  |                     | <b>400. GROSS AMOUNT DUE TO SELLER:</b>                |                      |  |                     |
| 101. Contract Sales Price                              |                      |  | 1,297,000.00        | 401. Contract Sales Price                              |                      |  | 1,297,000.00        |
| 102. Personal Property                                 |                      |  |                     | 402. Personal Property                                 |                      |  |                     |
| 103. Settlement Charges to Buyer (Line 1400)           |                      |  | 16,079.00           | 403.                                                   |                      |  |                     |
| 104.                                                   |                      |  |                     | 404.                                                   |                      |  |                     |
| 105.                                                   |                      |  |                     | 405.                                                   |                      |  |                     |
| <i>Adjustments For Items Paid By Seller in advance</i> |                      |  |                     | <i>Adjustments For Items Paid By Seller in advance</i> |                      |  |                     |
| 106. City/Town Taxes                                   | to                   |  |                     | 406. City/Town Taxes                                   | to                   |  |                     |
| 107. County Taxes                                      | to                   |  |                     | 407. County Taxes                                      | to                   |  |                     |
| 108. Assessments                                       | to                   |  |                     | 408. Assessments                                       | to                   |  |                     |
| 109.                                                   |                      |  |                     | 409.                                                   |                      |  |                     |
| 110.                                                   |                      |  |                     | 410.                                                   |                      |  |                     |
| 111.                                                   |                      |  |                     | 411.                                                   |                      |  |                     |
| 112.                                                   |                      |  |                     | 412.                                                   |                      |  |                     |
| <b>120. GROSS AMOUNT DUE FROM BUYER</b>                |                      |  | <b>1,313,079.00</b> | <b>420. GROSS AMOUNT DUE TO SELLER</b>                 |                      |  | <b>1,297,000.00</b> |
| <b>200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:</b>     |                      |  |                     | <b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>        |                      |  |                     |
| 201. Depositor's money                                 |                      |  | 140,000.00          | 501. Excess Deposit (See Instructions)                 |                      |  |                     |
| 202. Principal Amount of New Loan(s)                   |                      |  |                     | 502. Settlement Charges to Seller (Line 1400)          |                      |  | 98.10               |
| 203. Existing loan(s) taken subject to                 |                      |  |                     | 503. Existing loan(s) taken subject to                 |                      |  |                     |
| 204.                                                   |                      |  |                     | 504. Payoff of first Mortgage                          |                      |  |                     |
| 205.                                                   |                      |  |                     | 505. Payoff of second Mortgage                         |                      |  |                     |
| 206.                                                   |                      |  |                     | 506.                                                   |                      |  |                     |
| 207.                                                   |                      |  |                     | 507. (Deposit disb. as proceeds)                       |                      |  |                     |
| 208.                                                   |                      |  |                     | 508.                                                   |                      |  |                     |
| 209.                                                   |                      |  |                     | 509.                                                   |                      |  |                     |
| <i>Adjustments For Items Unpaid By Seller</i>          |                      |  |                     | <i>Adjustments For Items Unpaid By Seller</i>          |                      |  |                     |
| 210. City/Town Taxes                                   | to                   |  |                     | 510. City/Town Taxes                                   | to                   |  |                     |
| 211. County Taxes                                      | 01/01/24 to 01/30/24 |  | 733.26              | 511. County Taxes                                      | 01/01/24 to 01/30/24 |  | 733.26              |
| 212. Assessments                                       | to                   |  |                     | 512. Assessments                                       | to                   |  |                     |
| 213.                                                   |                      |  |                     | 513.                                                   |                      |  |                     |
| 214.                                                   |                      |  |                     | 514.                                                   |                      |  |                     |
| 215.                                                   |                      |  |                     | 515.                                                   |                      |  |                     |
| 216.                                                   |                      |  |                     | 516.                                                   |                      |  |                     |
| 217.                                                   |                      |  |                     | 517.                                                   |                      |  |                     |
| 218.                                                   |                      |  |                     | 518.                                                   |                      |  |                     |
| 219.                                                   |                      |  |                     | 519.                                                   |                      |  |                     |
| <b>220. TOTAL PAID BY/FOR BUYER</b>                    |                      |  | <b>140,733.26</b>   | <b>520. TOTAL REDUCTIONS AMOUNT DUE SELLER</b>         |                      |  | <b>831.36</b>       |
| <b>300. CASH AT SETTLEMENT FROM/TO BUYER:</b>          |                      |  |                     | <b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>         |                      |  |                     |
| 301. Gross Amount Due From Buyer (Line 120)            |                      |  | 1,313,079.00        | 601. Gross Amount Due To Seller (Line 420)             |                      |  | 1,297,000.00        |
| 302. Less Amount Paid By/For Buyer (Line 220)          |                      |  | ( 140,733.26 )      | 602. Less Reductions Due Seller (Line 520)             |                      |  | ( 831.36 )          |
| <b>303. CASH (X FROM) ( TO ) BUYER</b>                 |                      |  | <b>1,172,345.74</b> | <b>603. CASH (X TO) ( FROM ) SELLER</b>                |                      |  | <b>1,296,168.64</b> |

The undersigned hereby acknowledge receipt of a completed copy of pages 1 & 2 of this statement & any attachments referred to herein.

Buyer

Roberta M. Correa, Mayor

Sunni Krantz, City Clerk, who attests the signature of Roberta M. Correa, Mayor

Seller

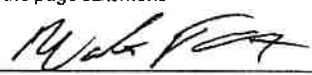
Jeffery Lee Nations a/k/a Jeffrey Lee Nations



## L. SETTLEMENT CHARGES

| 700. TOTAL COMMISSION Based on Price                                                     |        |                                           | \$        | @ | %           | PAD FROM<br>BUYERS<br>FUNDS AT<br>SETTLEMENT | PAD FROM<br>SELLERS<br>FUNDS AT<br>SETTLEMENT |
|------------------------------------------------------------------------------------------|--------|-------------------------------------------|-----------|---|-------------|----------------------------------------------|-----------------------------------------------|
| Division of Commission (line 700) as Follows:                                            |        |                                           |           |   |             |                                              |                                               |
| 701. \$                                                                                  | to     |                                           |           |   |             |                                              |                                               |
| 702. \$                                                                                  | to     |                                           |           |   |             |                                              |                                               |
| 703. Commission Paid at Settlement                                                       |        |                                           |           |   |             |                                              |                                               |
| 704.                                                                                     | to     |                                           |           |   |             |                                              |                                               |
| <b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>                                        |        |                                           |           |   |             |                                              |                                               |
| 801. Loan Origination Fee                                                                | %      | to                                        |           |   |             |                                              |                                               |
| 802. Loan Discount                                                                       | %      | to                                        |           |   |             |                                              |                                               |
| 803. Appraisal Fee                                                                       |        | to                                        |           |   |             |                                              |                                               |
| 804. Credit Report                                                                       |        | to                                        |           |   |             |                                              |                                               |
| 805. Lender's Inspection Fee                                                             |        | to                                        |           |   |             |                                              |                                               |
| 806. Mortgage Ins.App. Fee                                                               |        | to                                        |           |   |             |                                              |                                               |
| 807. Assumption Fee                                                                      |        | to                                        |           |   |             |                                              |                                               |
| 808.                                                                                     |        |                                           |           |   |             |                                              |                                               |
| 809.                                                                                     |        |                                           |           |   |             |                                              |                                               |
| 810.                                                                                     |        |                                           |           |   |             |                                              |                                               |
| 811.                                                                                     |        |                                           |           |   |             |                                              |                                               |
| <b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>                               |        |                                           |           |   |             |                                              |                                               |
| 901. Interest From                                                                       | to     | @ \$                                      | /day      | ( | days        | %)                                           |                                               |
| 902. MIP Totals for Life of Loan                                                         | for    | months to                                 |           |   |             |                                              |                                               |
| 903. Hazard Insurance Premium for                                                        |        | years to                                  |           |   |             |                                              |                                               |
| 904.                                                                                     |        |                                           |           |   |             |                                              |                                               |
| 905.                                                                                     |        |                                           |           |   |             |                                              |                                               |
| <b>1000. RESERVES DEPOSITED WITH LENDER</b>                                              |        |                                           |           |   |             |                                              |                                               |
| 1001. Hazard Insurance                                                                   | months | @ \$                                      | per month |   |             |                                              |                                               |
| 1002. Mortgage Insurance                                                                 | months | @ \$                                      | per month |   |             |                                              |                                               |
| 1003. City/Town Taxes                                                                    | months | @ \$                                      | per month |   |             |                                              |                                               |
| 1004. County Taxes                                                                       | months | @ \$                                      | per month |   |             |                                              |                                               |
| 1005. Assessments                                                                        | months | @ \$                                      | per month |   |             |                                              |                                               |
| 1006.                                                                                    | months | @ \$                                      | per month |   |             |                                              |                                               |
| 1007.                                                                                    | months | @ \$                                      | per month |   |             |                                              |                                               |
| 1008.                                                                                    | months | @ \$                                      | per month |   |             |                                              |                                               |
| <b>1100. TITLE CHARGES</b>                                                               |        |                                           |           |   |             |                                              |                                               |
| 1101. Settlement or Closing Fee                                                          | to     | Palatka Abstract & Title                  |           |   |             | 500.00                                       |                                               |
| 1102. Abstract or Title Search                                                           | to     | Fidelity National Title Insurance Company |           |   |             | 250.00                                       |                                               |
| 1103. 2nd Abstract or Title Search                                                       | to     | Fidelity National Title Insurance Company |           |   |             | 250.00                                       |                                               |
| 1104. Title Insurance Binder                                                             | to     |                                           |           |   |             |                                              |                                               |
| 1105. Document Preparation                                                               | to     |                                           |           |   |             |                                              |                                               |
| 1106. Notary Fees                                                                        | to     |                                           |           |   |             |                                              |                                               |
| 1107. Attorney's Fees                                                                    | to     |                                           |           |   |             |                                              |                                               |
| (includes above item numbers: )                                                          |        |                                           |           |   |             |                                              |                                               |
| 1108. Title Insurance                                                                    | to     | Palatka Abstract & Title                  |           |   |             | 5,817.50                                     |                                               |
| (includes above item numbers: )                                                          |        |                                           |           |   |             |                                              |                                               |
| 1109. Lender's Coverage                                                                  | \$     |                                           |           |   |             |                                              |                                               |
| 1110. Owner's Coverage                                                                   | \$     | 1,297,000.00                              |           |   |             |                                              |                                               |
| 1111. Title Ins for .62 Acres                                                            | to     | Palatka Abstract & Title Ins Inc          |           |   |             | 100.00                                       |                                               |
| 1112.                                                                                    |        |                                           |           |   |             |                                              |                                               |
| 1113.                                                                                    |        |                                           |           |   |             |                                              |                                               |
| <b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>                                   |        |                                           |           |   |             |                                              |                                               |
| 1201. Recording Fees: Deed \$                                                            | 35.50  | ; Mortgage \$                             |           |   | Releases \$ | 35.50                                        |                                               |
| 1202. City/County Tax/Stamps: Deed                                                       |        |                                           |           |   | ; Mortgage  |                                              |                                               |
| 1203. State Tax/Stamps: Deed                                                             |        | 9,079.00                                  |           |   | ; Mortgage  | 9,079.00                                     |                                               |
| 1204. Record Same Name Affidavit                                                         | to     | Clerk of Court, Putnam County             |           |   |             |                                              | 27.00                                         |
| 1205. Probate Document Recording                                                         | to     | Clerk of Court, Putnam County             |           |   |             | 47.00                                        |                                               |
| <b>1300. ADDITIONAL SETTLEMENT CHARGES</b>                                               |        |                                           |           |   |             |                                              |                                               |
| 1301. Survey                                                                             | to     |                                           |           |   |             |                                              |                                               |
| 1302. Pest Inspection                                                                    | to     |                                           |           |   |             |                                              |                                               |
| 1303.                                                                                    |        |                                           |           |   |             |                                              |                                               |
| 1304. Record Deed Into Nations                                                           | to     | Clerk of Court, Putnam County             |           |   |             |                                              | 71.10                                         |
| 1305.                                                                                    |        |                                           |           |   |             |                                              |                                               |
| <b>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)</b> |        |                                           |           |   |             | 16,079.00                                    | 98.10                                         |

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement

  
 Palatka Abstract & Title Ins Inc  
 Settlement Agent

## STAFF REPORT

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

### **BACKGROUND**

This item updates the phased approach to the city manager search that was approved in October.

### **PROJECT ANALYSIS**

### **Staff Recommendation**

We will proceed as planned with advertising the City Manager position in November and December, taking note of any Commission recommendations while applications are being accepted.

### **ATTACHMENTS**

|    |                                 |
|----|---------------------------------|
| 1. | City Manager Search Outline mgc |
| 2. | FCCMA-Search-Guide              |
| 3. | City Manager Search Update      |
| 4. | jim hanson                      |

ROBERTA M. CORREA  
MAYOR-COMMISSIONER

TAMMIE McCASKILL  
COMMISSIONER

JUSTIN R. CAMPBELL, SR.  
COMMISSIONER

WILL JONES  
COMMISSIONER

RUFUS J. BOROM  
COMMISSIONER



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

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

JANE WEST, ESQ.  
CITY ATTORNEY

SUNNI KRANTZ, CMC  
CITY CLERK

JASON L. SHAW, SR  
CHIEF, POLICE DEPT.

CHRIS TAYLOR  
CHIEF, FIRE DEPT.

## CITY MANAGER SEARCH OUTLINE

| PHASE I | DATES        | FUNCTION                                        |
|---------|--------------|-------------------------------------------------|
|         | OCTOBER 2024 | PREPARATION AND DEVELOPMENT                     |
|         |              | CREATE BROCHURE ADVERTISING THE CITY OF PALATKA |
|         |              | COMMISSION INPUT                                |

The City Manager Search will commence with the development of a brochure aimed at attracting potential candidates to our city, with the Commission offering input on the information to be included in the brochure.

| PHASE II | DATES                    | FUNCTION                                                                                                      |
|----------|--------------------------|---------------------------------------------------------------------------------------------------------------|
|          | NOVEMBER - DECEMBER 2024 | PLACE ADS<br>FLC, ICMA, FCCMA, CITY<br>WEBSITE, <del>NEWSPAPER, JAX,</del><br><del>ORLANDO, TALLAHASSEE</del> |
|          |                          | <del>FORM A COMMUNITY</del><br><del>ADVISORY GROUP (10)</del>                                                 |

The Human Resource department will start promoting the City Manager position through the channels outlined above. ~~We will also be communicating to the public to complete a request form if they are interested in joining the Community Advisory Board. Members will be chosen at random from the pool of submitted requests.~~

| PHASE III | DATES        | FUNCTIONS           |
|-----------|--------------|---------------------|
|           | JANUARY 2025 | APPLICANT SCREENING |
|           |              | ZOOM INTERVIEWS     |
|           |              | SHORTLIST CREATION  |

During phase III, we will begin the applicant screening process and conduct interviews for eligible candidates. These interviews will be conducted via Zoom and open to the ~~Community Advisory Board~~, giving citizens' ~~representatives~~ the opportunity to listen to the candidates as they provide information to the Commissioners. Throughout this period, we will compile a shortlist of the final candidates for consideration.

201 N. 2<sup>nd</sup> STREET ▪ PALATKA, FLORIDA ▪ 32177

PHONE: 386-329-0100

[www.palatka-fl.gov](http://www.palatka-fl.gov)

FAX: 386-329-0106

| PHASE IV | DATES         | FUNCTIONS                                                                                                                |
|----------|---------------|--------------------------------------------------------------------------------------------------------------------------|
|          | FEBRUARY 2025 | IN PERSON INTERVIEWS                                                                                                     |
|          |               | <del>COMMUNITY ADVISORY</del><br><del>COMMITTEE</del> , COMMISSION,<br>AND DEPARTMENT HEADS<br>MEET AND GREET CANDIDATES |

After we finalize the shortlist, we will start setting up in-person interviews for the chosen candidates. Additionally, we plan to organize a casual meet-and-greet Q&A session for the ~~community advisory committee~~, department heads, and Commissioners to foster better communications in a relaxed environment.

The Commission will have the opportunity to meet the selected candidates during the meet-and-greet session, where they can ask questions and receive answers. The Commissioners will determine who will be the City Manager.

| PHASE V | DATES      | FUNCTIONS                 |
|---------|------------|---------------------------|
|         | MARCH 2025 | PLACEMENT OF CITY MANAGER |

"This candidate will be chosen for the role of City Manager."



# FLORIDA CITY/COUNTY MANAGER SEARCH GUIDE

October 2024



# INTRODUCTION<sup>1</sup>

Selecting a city or county manager or administrator<sup>2</sup> is one of the most important decisions made by a governing body.<sup>3</sup> The objective of this guide is to assist local elected officials and staff with the search process.<sup>4</sup>

Recruiting and selecting a new manager can be a very positive, enjoyable, and unifying experience for a governing body. It provides an opportunity for the governing body, as a group, to think together about objectives and priorities as a basis for determining the characteristics of an effective manager for their community.

Like a chief executive officer in a Fortune 500 company, the manager is responsible for serving the governing body, managing the financial aspects of the organization, directing the employees, ensuring quality customer service, and implementing legal and ethical standards. Additionally, as a resource to the governing body, the manager will help determine whether governing body objectives and priorities are appropriately defined, considered, and implemented. Unique to local governments, the manager oversees an organization that is focused on providing a variety of services to the community rather than on making profit.

The position of manager requires a variety of skillsets. Not every person can perform this role. Therefore, selecting the right person for the job is critical to the success of the governing body and of the community.

Recruiting and selecting a new manager provides an opportunity for the governing body to look to the future in a way that is seldom experienced when considering agenda items at a typical governing body meeting.

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<sup>1</sup>Appreciation is extended to Texas City Management Association (TCMA) for permission to use their 2022 edition of "Guidelines for Recruiting a City Manager."

<sup>2</sup>"City or county manager or administrator" or similar titles will be referred to as "manager" hereafter.

<sup>3</sup>"Governing body" as used in these guidelines refers to the mayor/chair and council/commission and their roles as outlined in the city/county charter, administrative procedures policy, and general laws as applicable.

<sup>4</sup>In 2023, the Board of Directors of FCCMA requested that the Senior Advisors prepare a Florida search guide for chief administrative officers. A public/private partnership work group made up of the following members prepared this guide: Jim Hanson, Senior Advisor and Chair; Russ Blackburn, Senior Advisor; Kurt Bressner, Senior Advisor Emeritus; Dan Kleman, Senior Advisor; Carol Russell, FCCMA Association Services Coordinator; Doug Thomas, Executive Vice President of Recruitment & Leadership Development, Strategic Government Services (SGR); Lynn Tipton, FCCMA Director Emeritus; and Heidi Voorhees, President, GovHRUSA, a Division of MGT Consulting of America.

When faced with an upcoming or immediate vacancy in the manager position, the governing body must provide the following:



Strong, consistent political leadership for conducting the recruitment



A well-organized, coordinated and transparent recruitment



A timetable that ensures a prompt, comprehensive recruitment and guards against premature action



A plan for administering the affairs of the city/county while the recruitment is underway

The governing body must act thoughtfully and deliberately in determining how to ensure that operations of the local government are properly managed during the period before a permanent manager is selected and on the job. In some cases, the members of the governing body may agree they have confidence in a specific staff person. Should the governing body determine that there is no one on staff whom it can or wants to appoint as the interim manager, it may decide to retain the services of a retired or in-transition manager.

The governing body should publicly announce the appointment of the interim manager, making clear to all stakeholders that the interim manager is responsible for implementing governing body policy and overseeing operations.

### **Florida Government in the Sunshine:**

Strict compliance with Florida law for all aspects of the search is essential. The position profile or other search documents must clearly advise all potential applicants that their application materials are subject to public disclosure under Florida law. Assurances of confidentiality cannot be provided.

The Florida Constitution prohibits dual office holding, meaning one person cannot hold two positions that both involve exercising sovereign power. For example, an interim manager cannot simultaneously serve as a police chief or as a member of a local planning and zoning board. Consult your city or county attorney for guidance when selecting an interim manager.

### **This guide will discuss:**

1. Steps Prior to Recruitment
2. Responsibility for Recruitment
3. Role of the Outgoing Manager and Guidelines for the Interim Manager
4. Parameters of Recruitment
5. Generation of Candidate Pool
6. Selection

### **SUMMARY:**

Following these six steps will help guide a successful search.

# 1 STEPS PRIOR TO RECRUITMENT

Prior to recruitment, the governing body, with assistance of staff and possibly the **Florida City and County Management Association** (FCCMA) Senior Advisor Program or the **Florida Association of Counties** (FAC), should:

- Authorize preparation of a concise announcement to the public, the organization and stakeholders regarding the executive vacancy.
- Provide a timetable and option for selection of an interim manager.
- Identify local charter and state statute requirements for the position.
- Review the current job description.
- Identify and agree upon the essential characteristics and criteria of the next manager.
- Obtain a status report on organization and projects.
- Discuss compensation, benefits and employment agreement.
- Discuss housing assistance if residency is required.
- Prepare an outline of a recruitment plan.
- Defer key actions where possible until the new manager arrives.

## SUMMARY:

These core elements should be addressed by the governing body at the start of the search.

# 2 RESPONSIBILITY FOR RECRUITMENT

The governing body is responsible for determining the approach used to conduct the recruitment. Regardless of the process used to recruit and evaluate manager candidates, members of the governing body must be clear that they will approve the selection of final candidates, conduct the interviews, and make the final selection in accordance with the Florida Sunshine Law.

Four search options are summarized here:

1. The governing body conducts the recruitment *in-house* using the elected body members, organization staff (such as the human resources department), the interim city manager (if that person is not a candidate for the permanent position), or some combination of these.
2. The governing body *outsources* the recruitment by contracting with a firm that specializes in providing executive search assistance to cities or counties. Using an executive search firm provides the most comprehensive search.<sup>5, 6</sup>
3. The governing body authorizes a search conducted by the FCCMA Senior Advisor Program or the FAC.<sup>7</sup>
4. The governing body authorizes a *hybrid* approach, conducting the recruitment internally with assistance from the FCCMA Senior Advisor Program or the Florida Association of Counties.

## SUMMARY:

Deciding who conducts the recruitment is highly individualized. Considerations include whether the governing body wants to conduct an extensive marketing campaign, has the capacity and willingness to perform all tasks related to recruitment, and/or has a challenging political operating situation that may have an impact on the candidate pool. Having an external, neutral third party assist with the search may be appropriate.

<sup>5</sup>Contact FCCMA staff for a list of Florida-involved search firms or see Exhibit A. "Florida Local Government Executive Search Firms."

<sup>6</sup>See Exhibit B. "Search Firm Services Typically Provided."

<sup>7</sup>The FCCMA Senior Advisor Program search services are limited to cities and towns under 10,000 population and counties under 50,000 population. However, the Senior Advisor Program is available to meet with jurisdictions of any size to assist in finding an interim manager and outlining the scope of a manager search. Specific search services required should be discussed with the FCCMA Senior Advisor Coordinator or the FAC representative.

# 3

## ROLE OF THE OUTGOING MANAGER AND GUIDELINES FOR THE INTERIM MANAGER

The **Code of Ethics for the International City/County Management Association** (ICMA) provides guidance to the role of the outgoing manager in a recruitment as well as guidelines for the interim manager.

### *ICMA Code of Ethics – Tenet 3:*

*Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.<sup>8</sup>*

The exiting or retiring manager should refrain from working on the process itself (other than directing necessary staff to do their respective roles) and should maintain an appropriate distance from the governing body as their deliberations proceed.

If appropriate, the outgoing manager may provide insights to candidates.

The interim manager who *is* a candidate for the post must refrain from all involvement in the process, which would be a conflict of interest.

The interim manager who is *not* a candidate for the post may talk with staff about processes and procedures and can assist the elected officials with questions as necessary. Since the incoming manager, in theory, will continue to work with an internal former interim manager, fact-based neutrality as an interim manager should be an overriding principle to guide the level of involvement during the recruitment.

### **SUMMARY:**

All members of ICMA and FCCMA are obligated to follow the ICMA Code of Ethics. Understanding this requirement will help ensure professional management.

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<sup>8</sup>The entire ICMA Code of Ethics may be found here: <https://icma.org/page/icma-code-ethics>



# 4 PARAMETERS OF RECRUITMENT

Prior to starting a search, the governing body should establish the parameters of the recruitment.

## PARTICIPANTS IN THE SEARCH:

At the onset of the recruitment, the governing body must address who will be involved in the search. Participants may include the governing body, staff, and/or a citizen committee, if authorized by the governing body.

**Staff:** The staff role can vary, depending upon whether the governing body, an executive search firm, an FCCMA Senior Advisor, or the FAC is responsible for conducting the recruitment. If the governing body or the FCCMA Senior Advisor Program is conducting the recruitment, staff will often be responsible for placing advertisements and collecting resumes. They may also assist in scheduling interviews. If an executive search firm is involved, the firm may be responsible for all these administrative details. The role of staff in this case is usually limited to providing information about the community and organization and to coordinating generally with the search firm. When an executive search firm is involved, staff often provide additional input to develop the Manager Profile and sometimes are invited to participate in other events during the interview process.

**Citizen Engagement:** In some instances, governing bodies have involved individual citizens or citizen committees in defining desired characteristics of a new manager and participating in an advisory role in the review leading to the determination of finalists. Committees with these responsibilities must follow Sunshine Law requirements. The participants in the screening should represent a cross section of the community as much as possible.

However, regardless of the type or level of citizen candidate review, only the governing body decides on interview candidates and hires the new manager.

## MANAGER PROFILE:

Identifying the desired characteristics and goals for the new manager goes to the heart of the recruitment. A profile can encompass those qualities, characteristics, education, experience, and areas of expertise of the ideal candidate. The profile should also address any residency requirements for the position.

Using the profile as a guide and considering how applicants measure against the established criteria and against one another, the governing body can better ensure that the candidate it appoints has the combination of management experience and leadership style to be successful in the position. Developing the manager profile helps the governing body define its needs and establishes the groundwork for generating a rich pool of applicants with the skills and abilities to address the needs of

the governing body, community, and organization. Additionally, the profile should include information about the attributes of the community, issues it faces, quality of life, and objectives that the new manager should achieve. The governing body has a responsibility to present the position accurately, attractively, and competitively.

In summary, it is vital for the governing body to determine *by consensus* what their community needs, include these needs in the profile, and refer to these needs when considering all candidates' skills and backgrounds. These characteristics and objectives help the governing body identify in detail their ideal manager within the potential candidate pool, review resumes, select finalists, and hire the best "fit" for the community.<sup>9</sup>

## COMPENSATION:

While it is important for the governing body to have some general understanding of the salary parameters that will be acceptable, the governing body must also allow itself some flexibility in this area. The governing body can and should obtain comparable data for other cities/counties of similar size in their region.<sup>10</sup> In addition, benefits and housing assistance should be confirmed.

After the Manager Profile has been approved by the governing body, advertising can proceed.<sup>11</sup>

## SCOPE OF RECRUITMENT:

When a manager vacancy is advertised, resumes will usually be received from individuals in different parts of the country. Since the governing body is looking for the best candidate, all resumes received should be reviewed carefully. Some governing bodies will choose to focus on their state or region, thinking that these candidates may have a better understanding and orientation to problems they face, legal issues, financing alternatives, and similar matters. Given the competitive nature of the profession, a nationwide search is recommended.

## OUTREACH STRATEGY:

It is advantageous for the governing body to ensure that every professional who might have an interest in the vacant position is aware of the opportunity to apply. In addition to posting the position vacancy in professional publications, websites, social media, and job boards, a brochure describing the community, the position profile, and the governing body's key goals and objectives will enhance the opportunity to attract outstanding candidates.

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<sup>9</sup>See Exhibit C. "Sample Manager Profile."

<sup>10</sup>See Exhibit D. "Manager Salary and Benefit Information."

<sup>11</sup>See Exhibit E. "Places to Advertise."

## TIMING OF THE SEARCH:

Publication deadlines must be considered to properly advertise a vacant manager position in a timely manner. An ideal search timeline will provide 30 - 60 days from the start of the recruitment to the deadline for submitting resumes; 30 - 60 days to review resumes; 30 days to schedule interviews with candidates, hold interviews, conduct background checks, and select a candidate; and a minimum of 30 - 45 days for the new manager to relocate to the community. The estimated time from start to selection of a new manager is between 90 to 120 days.

### SUMMARY:

The governing body should discuss and reach a consensus on each of the above parameters in a public meeting at the outset of the recruitment. This consensus will not only result in a framework for conducting the overall recruitment but also help ensure that the governing body is unified in its approach to the recruitment of a manager. After this consensus has been reached, the recruitment can move forward.

# 5 GENERATION OF CANDIDATE POOL

The recruitment is distinguished from the selection by focusing on the generation of a sufficient pool of qualified applicants so that the governing body has a reasonable number of applicants to screen. Professionalism, punctuality, and responsiveness during this period of advertising and obtaining applications for the position is key because applicants receive their first impressions of the community and organization during the recruitment phase.

Candidates must not only have technical and administrative skills and experience, but also possess the “non-task-related factors” of the job. The manager’s job has certain well-defined managerial tasks, such as budgeting, supervising, and communicating, which are vital to the organization’s core operations. A manager may carry out well-defined managerial tasks but may be lacking in non-task-related factors, resulting in poor overall performance.

In today’s complex public sector, communities are an ever-increasing mix of races, ethnicities, religions, gender identity, and sexual orientation. It is important for communities to seek out candidates from various backgrounds, cultures, ages, genders and experiences. This not only ensures a fair representation of the community’s population, but also brings in a variety of perspectives and ideas that can contribute to the effective administration of the local government services and can foster innovation, creativity and knowledge. Recruitment goals can be furthered through targeted outreach, social media postings of the vacant position, advertising on a variety of websites that are specific to local government, advertising on websites that serve underrepresented minorities, and generally demonstrating an open and welcoming culture.

## SUMMARY:

To effectively recruit, the local government must market the position so that its requirements are clear to potential applicants. The goal of recruitment is to generate a sufficient pool of qualified applicants. To accomplish this, relations with applicants must communicate professionalism and responsiveness as well as provide accurate, descriptive information about the position, the community and the status of the process. The local government can use both outreach and advertising while making sure that both approaches encourage a broad-based candidate pool.

# 6 SELECTION

After the deadline for submitting resumes has passed, selection begins. Methods used to screen applicants typically include careful review of each candidate's resume and cover letter, social and print media presence, consideration of reference letters and/or reference calls, and interviews – virtual, face-to-face, or a combination of the two. Dependence upon a single information source is not advised.

The singularly most important premise of the council-manager form of government is the political neutrality of the manager, who is professionally required to perform in a non-partisan manner and to avoid electoral politics. This professional standard, along with education and training, ensures that the professional manager relies on technical and administrative reasoning in all official duties.

Similarly, the governing body's role in the recruitment and the selection of a manager must remain politically neutral. Elected members must not expect the manager to share their political perspectives. The governing body must not inject partisan politics into selecting a new manager.

## RESUME REVIEW:

Unless the governing body has retained an executive recruiting firm to assist in the selection or is using the services of FCCMA's Senior Advisor Program or the FAC services, the governing body must review resumes.

## USING THE ADOPTED CRITERIA:

To narrow the field of applicants, those reviewing the resumes must compare them with the recruiting criteria adopted by the governing body at the onset of recruitment.

## DETERMINING FINALISTS:

A common selection initially reduces the applicants to a highly qualified group of approximately ten (10) candidates. When the initial resume review has been completed, the most qualified, smaller (perhaps 5 – 9) second-round group of applicants will be subject to more thorough background checks, including references, social media usage history, and possibly virtual interviews. All finalists should have a full background check. The governing body must resist the temptation to select finalist candidates before background checks have been completed.

Based upon the candidates' qualifications per the original selection criteria of the governing body and the results of the background checks, the governing body then chooses a smaller group of 3 - 5 finalists, who are invited to the community for interviews.

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<sup>12</sup>See Exhibit F. "Background Checks – Recommended Scope of Services."



It is recommended the governing body prepare a list of reserve candidates in the event that any finalists decide not to pursue the position.

## **MECHANICS OF INTERVIEWING:**

Interviewing must be well organized and the setting comfortable. A discussion leader should be designated, and all governing body members must participate. The governing body may opt for individual discussions with each finalist, but only in addition to the public interviews.

Some types of questions or inquiry are prohibited by law. The city or county attorney should prepare a report or guideline of what types of questions or inquiry must be avoided in either the public interview or individual discussions. The focus must always remain on KSA – knowledge, skills, and abilities. The governing body should ask the same questions of each candidate.<sup>13</sup>

## **EMPLOYEE/COMMUNITY INVOLVEMENT IN INTERVIEWING:**

The governing body may choose to supplement interviewing by inviting employees, community leaders, and/or the public in general to participate. For example, finalists may meet with the department heads or other staff to review departmental operations in more detail or to receive a tour of the community. Similarly, finalists may meet with selected community leaders to receive input on matters the leaders consider important to the local government. A public reception or question-and-answer session with candidates is often held. Note that this type of involvement is to provide the candidates with additional information about the community. Employees and/or community members will not be involved in the actual selection of the city manager.

## **PARTNER INVOLVEMENT IN INTERVIEWING:**

If the partner is invited to accompany the finalist candidate, this part of the selection must be well-organized and based on the interests of the partner, insofar as that can be determined and accommodated. Additionally, partner involvement may be beneficial to the candidate's review and assessment of the community.

## **REIMBURSEMENT OF INTERVIEW EXPENSES:**

Confirm the city or county policy on reimbursement of expenses in conjunction with the interview. The practice of most local governments is to reimburse candidates and partners for any actual out-of-pocket expenses.

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<sup>13</sup>See Exhibit G. "Do's and Don'ts of Interviews and Interactions with Candidates."

<sup>14</sup>If comment cards are used for feedback at a public reception or session, be mindful that in Florida those comments are public record.

## POST-SELECTION:

Selection produces three possible outcomes:

- One finalist has emerged as the clear choice.
- The governing body has narrowed down to more than one finalist whom they would like to pursue further.
- No finalists are acceptable.

If one clear first choice occurs, the governing body, through its representative, can notify the candidate, confirm the willingness of the candidate to accept the position, and then move to finalize a total compensation package and other arrangements.

If the governing body decides to further consider two or three finalists, it may choose to invite those finalists (and possibly the finalists' partners) for a second interview.

If no finalists meet the governing body's expectations, the governing body may decide to rescreen some of the applicants who did not make the first round of finalists. Another option is to restart the entire search.

If the governing body is unable to satisfactorily conclude negotiations with the first-choice finalist, the governing body may want to open discussions with one, some, or all the other finalists.

Until all arrangements have been completed with a first-choice finalist, the governing body should postpone notifying the other finalists. Additionally, after successful negotiations with a new manager have been made, all other applicants should be notified as a professional courtesy.

## FINALIZING COMPENSATION AND TERMS OF EMPLOYMENT:

After the governing body has chosen the new manager and that individual has indicated a willingness to serve as manager, a representative of the governing body and the city or county attorney should be designated by the governing body to discuss and finalize compensation and other terms of employment with the selected candidate.<sup>15</sup> The final terms of employment and compensation, including an employment agreement compliant with Florida Statutes, must be reviewed and approved at a public meeting by the governing body.<sup>16</sup>

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<sup>15</sup>See Exhibit H. "Preparing the Job Offer and Contract Approval Process."

<sup>16</sup>See Exhibit I. "Sample Florida Employment Agreements."

## SUMMARY:

Based on the adopted criteria and objectives for the position, the governing body makes the final determination of the applicants selected for interviews. The finalist group must be large enough to expose the governing body to a workable number of diverse competencies, skill sets, and personalities. Political neutrality of the governing body and the candidate is essential. Staff, community, and partner involvement may be included in the interview. The local government should reimburse interviewees. In most cases, a minimum of 3-5 finalists are interviewed face-to-face. The governing body may establish a back-up finalist group in case any of the finalists decide not to pursue the position. Following the interviews, the governing body selects its choice as candidate to offer employment and discuss terms of employment, which must be approved by the governing body at a public meeting.

# CONCLUSION

Selecting a professional manager is one of the most important decisions a city or county will make. Following each of these steps can enhance success. The thorough, consistent, and transparent process in this Florida City/County Manager Search Guide promotes cohesive and effective local government.

# LIST OF EXHIBITS

- A. Florida Local Government Executive Search Firms
- B. Search Firm Services Typically Provided
- C. Sample Manager Profile
- D. Manager Salary and Benefit Information
- E. Places to Advertise
- F. Background Checks–Recommended Scope of Services
- G. Do's and Don'ts of Interviews and Interaction with Candidates
- H. Preparing the Job Offer and Contract Approval Process
- I. Sample Employment Agreements



Florida City and County Management Association  
P.O. Box 1757  
Tallahassee, FL 32302-1757  
850.701.3607

## Exhibit A:

### Florida Local Government Executive Search Firms

#### Strategic Government Resources

P.O Box 1642, Keller, TX 76244

(817) 337-8581

<https://www.governmentresource.com/>

[Jjpeters@strategicgovernmentresources.com](mailto:Jjpeters@strategicgovernmentresources.com)

#### Colin Baenziger and Associates

2055 S. Atlantic Ave. Suite 504, Daytona Beach Shores, FL 32118

(561) 707-3537

[http://www.cb-asso.com/Active\\_Recruitments.asp](http://www.cb-asso.com/Active_Recruitments.asp)

[Colin@cbasso.com](mailto:Colin@cbasso.com)

#### GovHR USA/MGT

630 Dundee Road, Northbrook, IL 60062

(847) 380-3240

Heidi Vorhees, President, GovHRUSA

<https://www.govhrusa.com/>

<https://www.mgtconsulting.com/>

[Hvoorhees@govhrusa.com](mailto:Hvoorhees@govhrusa.com)

#### Bob Murray and Associates

1544 Eurika Road, Roseville, CA 95661

(916) 784-9080

<https://www.bobmurrayassoc.com/>

[apply@bobmurrayassoc.com](mailto:apply@bobmurrayassoc.com)

#### Mercer Group Associates

107 Indigo Lane, Athens, GA 30606

(706) 983-9326

<https://mercergroupassociates.com/>

[info@mercergroupassociates.com](mailto:info@mercergroupassociates.com)

#### S. Renee Narloch and Associates

2910 Kerry Forest Pkwy, Tallahassee, FL 32309

(850) 391-0000

<https://www.srnsearch.com/>

[info@srnsearch.com](mailto:info@srnsearch.com)

#### Sumter Local Government Consulting

Atlanta, GA.

(404) 555-0525

<https://sumterlocalgovconsulting.com/>

[warren@sumterconsulting.com](mailto:warren@sumterconsulting.com)

#### Slavin Management Consultants

304 Holcomb Bridge Road Suit A-1, Norcross. GA 30071

(770) 449-4656

<http://www.slavinmanagementconsultants.com/welcome.shtml>

[Slavin management consultants.com](http://www.slavinmanagementconsultants.com)

## Exhibit B:

### **Search Firm Services Typically Provided**

As discussed in Section 2, Responsibility for Recruitment, the elected officials may decide to contract with an executive recruitment firm to facilitate and assist with the process of selecting their next administrator/manager. Whether to contract with a firm or not depends on several factors, including the presence of a qualified in-house employee, the city's capacity to perform in-house recruitment, the reason for the vacancy, and the challenges facing the city.

### **Services Provided by the Recruitment Firm**

An Executive Recruitment firm facilitates the selection process and generally includes the following tasks:

1. Facilitates the elected body's discussion of key qualifications and experiences they desire in their next Administrator/Manager; in addition, the firm can facilitate community focus groups and internal organization meetings that will provide additional insight into the qualifications and experiences for the next Administrator/Manager. Tools such as survey documents may also be an option for seeking community/organizational input.
2. Assist with establishing the salary range and other executive level benefits that reflect the current market in the region.
3. Develop marketing materials that showcase the community and organization. This marketing brochure will also provide a detailed description of the position and the expectations outlined by the elected body.
4. Provide application management, outreach through social media and personal outreach to ensure the position is marketed widely to potential candidates.
5. Evaluate candidates based on criteria provided by the elected body.
6. Provide the elected body with a detailed report to assist them in selecting candidates to interview.
7. Conduct highly detailed media and social media searches on each candidate presented for consideration by the elected body.
8. Conduct reference calls, criminal background checks, educational verification and other due diligence within state and federal laws.
9. Facilitate the interview process. This includes ensuring the candidates have the details for the meeting with the elected body and other interview panels that may be a part of the selection process. In addition, the firm can provide sample interview questions for the elected body to consider.
10. Facilitate the elected officials' discussion of the finalist candidates and advise on elements of the employment agreement.



### **Vetting Executive Recruitment Firms**

In selecting an Executive Recruitment Firm, Elected Officials may consider the following:

- Does the firm understand the unique dynamics of local government in general and the city/county manager/administrator position specifically?
- Can the firm effectively market the position and reach top candidates?
- Can the firm effectively evaluate the candidates with objectivity, reflecting the criteria provided by the elected body?
- Does the firm offer a guarantee if the selected candidate leaves or is let go within the first year of employment?
- Does the firm know the proper application of the Florida Sunshine Law and public records requirements?

It is strongly suggested that if the elected body is considering utilizing an executive recruitment firm, they request proposals from several firms and interview two or three finalists to ensure there is alignment between the firm and the elected body.

## Exhibit C:

### Sample Manager Profile

The development of the position profile is an opportunity for the hiring authority to come together and discuss what they are seeking in their next manager/administrator. If community members are asking to be included in the process, this is an excellent opportunity to obtain their feedback so it can be used in developing the profile and in screening applicants. The following information should be included in the profile:

**Community/County Information** – Marketing information (population, location, regional attractions, recreational opportunities, schools, retail/business climate) about your community or county. What are the highlights? This section should ideally include links to your website, chamber of commerce information, etc.

**The Organization** – This section should include your form of government, the names of departments, number of employees and size of annual budget. Again, links to your budget and any strategic planning documents would be helpful.

**The Position** – Specifics about the position – who it reports to and who are the direct reports to this position. This section should include high-level responsibilities. Information on key attributes and experiences for interested candidates can be included in this section.

**Opportunities and Challenges** – What short- and long-term challenges and opportunities will the next person in this position face? Typically, 4-5 issues are mentioned in this section.

**Qualifications and Leadership/Management Skills Desired** – This should include what potential candidates must have and then what additional qualifications and skills are highly desirable. Flexibility with respect to requirements candidates must have should be minimized to assist in achieving a broad pool of candidates.

**Compensation and Benefits** – It is very important to include a compensation range. Using DOQ (Dependent on Qualifications) will reduce the size of the candidate pool. Salaries are public information, so it is important for the hiring authority to discuss what range they expect to pay within and to advertise that range. In addition, if residency is required, it is important to include that information in this section.

**Application Process** – Indicate application deadline and how to apply. This section should also include contact information for questions.

Note: A full position profile or brochure typically includes photos of the community/county and organization and may also include relevant graphics/organizational charts. For advertising on websites, a shorter version of the profile that hits on an abbreviated version of these components will need to be developed.

Exhibit D:

## **Manager Salary and Benefit Information**

In Florida, the following entities provide a salary survey that includes county and municipal information:

### **Florida Public Human Resources Association (FPHRA) Annual Survey**

This is the broadest, most comprehensive Florida local government survey

General Website: [www.fphra.org](http://www.fphra.org)

Salary Survey page: <https://www.fphra.org/page-1818928>

*Note: membership is required to access the data (you can contact them to see if a fee can be paid in lieu of membership)*

### **Florida League of Cities Annual Survey**

Positions in the municipal survey include elected officials, attorneys, clerks, and managers. To request a population-based response with cities close to the same size, please contact the Research Staff at (850)222-9684. Access to the total data is not available; customized requests only.

Website: [www.floridaleagueofcities.com](http://www.floridaleagueofcities.com)

In addition, some county and municipal human resources departments do a Peer City or Peer County comparison of five to ten similar governments and collect specific salary and benefit data for selected positions.

## Exhibit E:

### Places to Advertise – 2024

ICMA All Current Jobs: <https://icma.org/job-center> (fee – based – national)

Linked-In:

<https://business.linkedin.com/marketing-solutions/native-advertising/single-job-ads>  
(fee – based – national)

FCCMA Job Listings: <http://fccma.org/jobs/> (no cost – Florida)

Florida Association of Counties Jobs Posted:

<https://www.fl-counties.com/government-jobs> (no cost – Florida)

Florida League of Cities: <https://www.floridaleagueofcities.com/jobs> (no cost – Florida)

National League of Cities: <https://jobsonline.nlc.org> (fee – based – national)

National Association of Counties: <https://jobs.naco.org/> (fee – based – national)

National Forum for Black Public Administrators: <https://careers.nfbpa.org/employers/>  
(fee – based – national)

Local Government Hispanic Network Job Board: <https://www.lghn.org/i4a/careerHub/>  
(fee – based – national)

GovHR Jobs Board: <https://www.govhrusa.com/post-a-job/> (fee – based – national)

Strategic Government Resources (SGR) All positions:

<https://www.governmentresource.com/executive-recruitment/job-board> (fee – based – national)

Careers in Government: <http://www.careersingovernment.com> (fee – based – national)

Employ Florida: <https://www.employflorida.com/vosnet/Default.aspx> (must register for access - Florida)

Georgia Local Government Access (GLGA), a joint effort of the Georgia Municipal Association and the Association County Commissioners of Georgia: <http://www.glga.org/> (no cost – Georgia)

Government Jobs: <https://www.governmentjobs.com> (fee – based – national)

GovtJobs.com: <http://www.govtjobs.com/> (fee – based – national)

Exhibit F:

## **Background Search Information and Resources**

For a city or county conducting a manager/administrator search, the following information is Florida-specific and provided to assist staff with this part of the search.

### **For the initial applicants:**

- For a preliminary review of all applicants, staff can conduct a search of the top 200 results in Google/social media for each one. While this step can take time, it can help eliminate those whose background or experiences do not match expectations/preferences.

### **For interviewees and finalists:**

- Check references supplied by the candidate – additional references can be contacted if candidate's current position is not jeopardized. Check with the candidate about contacting former employers, for example.
- Consider additional background information ahead of the interview; consult own local government's policies on this. Some organizations have physicals, drug screens, etc.
- Watch online streaming of candidates' current employers' board meetings to see the candidates' interactions with their current elected body and the public.
- When selecting a third-party firm to conduct additional background due diligence, ensure that the firm is verifying educational credentials, driving record, SSN verification and is reviewing various federal and local crime databases. It is important to follow federal and state laws regarding background checks including the review and sharing of credit history.
- A few of the firms often used in Florida by city and county governments:
  - Goodhire firm: [www.goodhire.com](http://www.goodhire.com)
  - NAPS Background Checks firm: [www.napsbgc.com](http://www.napsbgc.com)
  - TruDiligence firm: [www.trudiligence.com](http://www.trudiligence.com)

Exhibit G:

**DOS AND DON'TS OF INTERVIEWS AND INTERACTIONS WITH CANDIDATES**

| TOPIC                    | ACCEPTABLE QUESTIONS                                                                                                 | UNACCEPTABLE QUESTIONS                                                                                                                      |
|--------------------------|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| NAME                     | Whether work records are under another name.                                                                         | To ask if a woman uses Miss, Mrs. or Ms. or ask for maiden name.                                                                            |
| AGE                      | Only if there are specific, age-related requirements of the job. After hire, proof of age can be required.           | Age or age group                                                                                                                            |
| NATIONAL ORIGIN          | NONE!                                                                                                                | Any question about nation of origin is unacceptable                                                                                         |
| RACE                     | NONE! After hire, race is requested to EEO reporting.                                                                | Any question about race is unacceptable                                                                                                     |
| RELIGION                 | NONE!                                                                                                                | Any question about religion is unacceptable, including any church affiliation                                                               |
| CITIZENSHIP              | Can only ask if applicant is eligible to work in the US. Proof is required at hire.                                  | If applicant is native born or naturalized.                                                                                                 |
| MARITAL OR FAMILY STATUS | Whether the applicant has any commitments/responsibilities that might prevent him/her from meeting work requirements | Any question that reveals marital status or number/ages of dependents. Do not ask about spouse's job, childcare responsibilities, pregnancy |
| MILITARY SERVICE         | NONE                                                                                                                 | Any question about military service is unacceptable.                                                                                        |
| CRIMINAL RECORD          | Listing of convictions                                                                                               | Questions about arrests                                                                                                                     |
| REFERENCES               | General and work references not relating to race, color, religion, sex, national origin                              | References from clergy or others that might reflect race, color, religion, sex, national origin                                             |
| ORGANIZATIONS            | About professional memberships and offices                                                                           | Listing of all memberships in clubs and organizations, which may reveal race, color, religion, sex, national origin                         |
| WORK SCHEDULE            | Willingness to work required work schedule                                                                           | Willingness to work on a particular holiday.                                                                                                |
| DISABILITIES             | Whether the applicant can perform the essential functions of the job with or without accommodations                  | Any question about height, weight, impairment.<br>Any question about past sick leave usage.                                                 |

- These guidelines are for informational purposes and are not legal advice. Anyone using this form should consult with their HR and Legal staff for specific advice on the legality of interview questions and what is permissible.



## DOS AND DON'TS OF INTERVIEWS

Various state and federal regulations regarding equal employment affect the interview and selection process. These regulations prohibit discrimination based on race, color, sex, religion, national origin, age or handicap. The "Interview Guidelines" chart on the reverse side of this page outlines the specific kinds of information which you can and cannot ask.

In addition to being familiar with this chart, you should pay special attention the following areas to avoid violating equal employment regulations.

**DO** consider the person's true ability to perform the duties of the position. Never assume that an applicant's age, sex, or disability will prevent the performance of tasks.

**DON'T** express a preference for race, sex, a particular age group or indicate any other preference which might be construed as discriminatory.

**DO** keep in mind the applicant's perception of you. Don't refer to applicants in an "endearing manner." Never use racially or ethnically oriented terms. Don't flirt with or patronize the applicant.

**DON'T** indicate to a member of a "protected group" (e.g., minority, female, person with disability) that your interest in them stems from a desire to improve your EEO image.

**DO** avoid stereotypes. Keep an open mind. Don't imply (or assume) that the job requires a young person with energy or that an older person may find the job too demanding or that females should not travel alone.

**DON'T** ask about any prior Workman's Compensation claims.

**DO** use extra caution in dealing with physical requirements. Federal regulations, and most recently the Americans With Disabilities Act (ADA), require employers to make "reasonable accommodations" for persons with permanent disabilities.

**DON'T** pursue areas which legally are "out of bounds," even if the applicant brings them up. Stick to the job duties. For instance, if an applicant raises concern over child care arrangements, explain the work hour requirements of the job and allow the applicant to make his/her own assessment.

**DON'T** indicate that you already have someone in mind for the position. The interview process should be an open process where all applicants receive equal consideration.

**DO** remember that most of the tips above also apply to what you say outside of the interview. In the event that a discrimination claim is filed, comments made outside of the interview can come back to haunt you when co-workers are asked to answer under oath regarding what was said "in private." Remember, keep an open mind and don't draw conclusions or make assumptions you can't defend.

## Exhibit H:

### **Preparing the Job Offer and Contract Approval Process**

- The development of a “term sheet” that outlines each of the financial and human resources benefits included in the offer – the elected body can work through this list that includes but is not limited to: Salary, deferred compensation, severance, retirement benefits, health, life, and dental insurance, housing assistance, car or car allowance, technical devices (laptop, tablet, cell phone), moving expenses, interim housing, pre-employment medical screenings and start date.

This list should then be shared with the finalist candidate to ensure there is alignment. The elected body may want to designate someone to negotiate some of the terms of the offer.

- Once the general terms are agreed upon, the agreement/contract can be drafted and will include financial and benefits terms as well as other employment language dealing with cause for dismissal, etc. This is typically prepared by the city or county attorney.
- The finalist candidate is provided with the draft contract and given the opportunity to review it with their attorney.
- Once the parties agree on the contract, they can then coordinate the announcement of the contract approval date and the candidate’s departure from their current position.

## Exhibit I: Sample Employment Agreements

The following are links to sample employment agreements.

Link to ICMA Model Employment Agreement

<https://icma.org/documents/icma-model-employment-agreement-editable>

This document serves as a model employment agreement template for administrators of municipal governments. The document is available to the ICMA members.

Texas City Management Association CM Agreement:

<https://www.tcma.org/DocumentCenter/View/156/Sample-Employment-Agreement-with-Benefit-Options-PDF>

This agreement is available to the public.

Agreements specific to Florida may be found online from various cities and counties by doing a web search for either *Florida city manager employment agreements* or *Florida county administrator employment agreements*.

Note:

20-Week Limit on Severance Pay in Florida: All agreements after July 1, 2011, must comply with Florida Statute Section 215.425 (4)(a)(1)&(2) as follows:

(4)(a) On or after July 1, 2011, a unit of government that enters into a contract or employment agreement, or renewal or renegotiation of an existing contract or employment agreement, that contains a provision for severance pay with an officer, agent, employee, or contractor must include the following provisions in the contract:

1. A requirement that severance pay provided may not exceed an amount greater than 20 weeks of compensation.
2. A prohibition of provision of severance pay when the officer, agent, employee, or contractor has been fired for misconduct, as defined in s. [443.036\(29\)](#), by the unit of government.

On the next page please see a sample Florida Manager Employment Agreement based on a 2023 City Manager search.

## SAMPLE FLORIDA EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is entered into, by, and between the City/ County of \_\_\_\_\_ and \_\_\_\_\_ ("Manager").

WHEREAS, after due consideration and deliberation in accord with law, the Commission (hereafter Commission) of the \_\_\_\_\_ has determined to offer the position of City/ County Manager to \_\_\_\_\_; and

WHEREAS, Manager has determined to accept the position; and

WHEREAS, the Parties wish to set forth the terms and conditions of Manager's employment by the City/County.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows.

1. Recitals. The Parties agree that the recitals above are true and correct and that they are incorporated by reference as if fully stated here.
2. Employment. The City/ County agrees to employ, and Manager agrees to be employed in the position of City/ County Manager on the terms and conditions herein stated and as set forth in the Charter of the City/ County of \_\_\_\_\_ and the Code of Ordinances of the City/ County of \_\_\_\_\_.
3. Duties. Manager will perform the functions and duties of City/ County Manager as specified in Section \_\_\_\_\_ of the City/ County Charter and City/ County Code of Ordinances, as they may be amended from time to time, and by all other applicable laws, and to perform other legally permissible and proper duties as the Commission shall from time-to-time assign. The Manager shall give his/ her best efforts in performing these duties.
4. Term. The Term of the Employment Agreement shall be for an indefinite term subject to the termination provisions set forth herein. This Agreement and Manager's employment hereunder shall commence on \_\_\_\_\_.
5. Base Salary. The annual base salary of the Manager shall be \$\_\_\_\_\_. The base salary shall not be decreased during the term of this Agreement. The City/ County agrees to review said base salary and/ or benefits on an annual basis and to increase said salary and benefits to such an extent as the Commission may determine appropriate per the Manager's Performance Evaluation Process. At a minimum, the annual base salary shall be increased by any cost-of-living adjustment, or other increases provided to non- represented employees.

6. Performance Evaluation Process. An initial "check-in" evaluation will be undertaken six months following the Manager's appointment. A subsequent comprehensive performance evaluation will take place six months thereafter (i.e., at the end of the Manager's initial year of employment). Upon attainment of a successful annual performance evaluation, as determined by the Commission, Manager shall be eligible for a base salary adjustment. Thereafter, performance evaluations will occur on an annual basis with any base salary adjustment to be dependent upon the results of the evaluation and consistent with approved Annual Budget appropriations. The Commission shall evaluate/review the performance of the Manager in a public meeting, subject to a process, form, criteria, and format which shall be mutually agreed upon by the Manager and the Commission. The Commission shall provide the Manager with a written summary stating the findings of the Commission and provide an adequate opportunity for the Manager to discuss their evaluation with the Commission.

7. Termination.

a. Employment may be terminated with or without cause by the City/ County or Manager, in accordance with the procedures provided herein. If the City/ County chooses to terminate the Manager, the Commission must approve terminating the Manager in accordance with procedures set forth in Section \_\_\_\_ of the City/ County Charter and Code of Ordinances, as they may be amended from time to time.

b. If Manager is unable to perform their duties for any reason, including but not limited to sickness, accident, injury, or mental incapacity, for a period of four (4) successive weeks beyond any accrued sick leave, the City/ County shall have the option to terminate Manager's employment, in accordance with the procedures set forth in the City/ County Charter and Code of Ordinances, as they may be amended from time to time and in accord with applicable law,

c. If the Agreement is terminated by the death of the Manager, the City/ County shall pay a designated beneficiary of the Manager, or his/ her estate, all accrued compensation due Manager as of the date of his/ her death. The City/ County shall have no other liability to the Manager, his/ her estate, heirs, or beneficiaries, and neither the Manager beneficiary nor estate will be entitled to any severance pay.

d. If the City/County, citizens or State of Florida acts to amend any provisions of the City/ County Charter, Code of Ordinances, as they may be amended from time to time, and/or state law pertaining to the role, powers, duties, authority, responsibilities of the Manager's position that substantially changes the form of government, the Manager shall have the right to declare that such amendments constitute termination from the effective date of such amendments. Termination pursuant to this section 7(d) shall constitute a termination without cause for purposes of entitlement to severance benefits under section 8 (b).

e. Termination shall occur when the City/ County breaches a material provision of the Employment Agreement and fails, within thirty (30) days after written notice has been given by the Manager to the Commission to comply with any provision of this Agreement.

f. The Agreement shall not be construed to create anything other than a terminable at will employment relationship between City/ County and Manager. The Manager may terminate with the City/ County by directing written notice of termination to the City/ County by certified or registered mail, returned receipt requested or by filing with the City/ County Clerk with a copy to the Mayor/ Commission Chair. In the event of such termination, Employee shall not be entitled to receive the severance pay provided for in the Employment Agreement.

8. Severance.

a. The Employment Agreement shall immediately terminate, and Manager shall not be entitled to the severance benefits if the Manager is convicted, pleads no contest to, or receives a withhold of adjudication for a felony or crime involving moral turpitude or dishonesty, or if he/she acts with gross misfeasance or malfeasance or otherwise is guilty of gross misconduct which constitutes conduct demonstrating willful or wanton disregard of the City's/County's interests, a deliberate violation or disregard of the standards of behavior to which the City/ County has a right to expect of Manager, carelessness or negligence to a degree or recurrence that manifests culpability, wrongful intent, or evil design, or shows an intentional and substantial disregard of the City's/ County's interests or of Manager's duties and obligations to the City/County, including but not limited to conduct resulting in material harm to the City/County, willful neglect or failure to perform his or her duties, gross insubordination, misconduct, as defined in section 443.036(29), Florida Statutes, as it may be amended from time to time, or acts of dishonesty. For termination due to the reasons stated pursuant to this section/provision of the Employment Agreement, the Manager is only entitled to compensation for hours actually worked up to the termination date and compensation for accrued vacation time.

b. Pursuant to the provisions of the City/ County Charter, the City/ County may by majority vote of the Commission with or without cause remove the Manager from office in accordance with Section \_\_\_\_\_ of the City/ County Charter. If the Manager is terminated without cause, as defined in Section 215.425 (4)(a) 1 Florida Statutes, he/ she shall receive twenty (20) weeks of pay equal to his then-current salary and earned and unused vacation, and retirement benefits. During the severance period, Manager will also continue to be enrolled in his City's/ County's Health Insurance Plan with Employer and Employee contributions unchanged. If the Manager resigns or is terminated with cause for misconduct, as defined in Section 443 036(30) Florida Statutes, the City/ County shall not be obligated to pay severance and related benefits.

c. If the Employment Agreement is terminated by City/ County and the Manager is entitled to severance benefits, Manager must execute a general and full release releasing the City/County, its officials, officers, employees, attorneys, and agents from any and all obligations, claims or liabilities



arising out of Manager's employment with the City/County, including but not limited to claims for wrongful termination, discrimination of any kind and defamation. If the Manager refuses to execute said release, the City/ County may seek specific performance of the Employment Agreement and injunctive relief requiring the Employee to sign said release, amongst its available remedies. Said release shall not release the City/ County from its obligations to indemnify the Manager under the Indemnification & Bonding section of the Employment Agreement.

9. Resignation. In the event the Manager voluntarily resigns his/ her position, he/ she shall give thirty (30) days advance written notice of his/ her resignation, unless the parties otherwise agree, in writing. If the Manager voluntarily resigns, he/ she shall be entitled only to his/ her accrued vacation leave and no other benefits as provided pursuant to the Severance provision of the Employment Agreement.

10. Retirement, Deferred Compensation.

a. The City/ County agrees to execute all necessary agreements for the Manager's participation in the 401(a) retirement plan for Executive Management employees and the 457 Deferred Compensation Plan. In addition to the Manager's base salary paid by the City/ County to the Manager, the City/ County agrees to pay, on behalf of the Manager, an amount equal to, but not less than, a total of \_\_\_\_ percent (\_\_\_\_%) of Manager's base salary into the 401(a) retirement plan, in equal proportionate amounts each pay period. The Manager shall be required to contribute \_\_\_\_ percent (\_\_\_\_%) of the Manager's current base salary annually on a pre-tax basis as a condition of participation. The City/ County shall disclose to the Manager the financial impact of any amendment to the terms of the Manager's retirement benefits.

The City/ County agrees to execute all necessary agreements for the Manager's participation in the City's/ County's 401(a) plan to reflect the following vesting schedule (for the City's portion of contributions) is as follows:

i. After completion of the 1st year of employment: \_\_\_\_%

ii. After completion of the 2nd year of employment: \_\_\_\_%

c. The City/ County has also adopted a qualified 457 defined contribution plan to which the Manager may voluntarily contribute on a pre-tax basis, subject to maximum contribution limits established by the Internal Revenue System.

d. It is noted that the City/ County also participates in the Federal Social Security System with associated Employee and Employer required contributions

11. Insurance & Benefits:

a. The City/ County shall provide full major-medical insurance and other benefits and coverage for the Manager and dependents at the same options and costs as provided for other City/ County non-

represented employees. Coverage will commence on the 1st of the month following the Manager's initial thirty (30) days of employment.

b. The City/ County shall provide the Manager with life insurance as provided other City/ County non- represented Employees. The life insurance policy premium shall be paid 100% by the City/ County with insured amount equal to one time (1X) the Manager's base salary, rounded up to the nearest \$500.00, up to a maximum policy limit of \$\_\_\_\_\_.

c. The City/ County shall provide the Manager with all other benefits as provided to other non-represented Employees.

d. The Manager shall receive \$\_\_\_\_\_ per pay period (\$\_\_\_\_\_ annually) as Personal Insurance Credit (PIC) to be used towards the purchase of Manager's selected City/County-provided health insurance plan. Said amount shall be adjusted upward to be consistent with any increases approved for non-represented employees.

#### 12. Vacation and Sick Leave.

a. The Manager shall be provided with vacation leave in accordance with the policies applicable to all City/ County employees and shall be credited with \_\_\_\_\_ weeks of front-loaded vacation pay upon commencement of employment. The Manager shall also accrue vacation leave at the rate of \_\_\_\_\_ hours per pay period (equates to \_\_\_\_\_ weeks annually) commencing on his/ her first date of employment for his/ her first year of employment. Following the completion of the Manager's initial year of employment, he/ she shall accrue vacation leave at the rate of \_\_\_\_\_ hours per pay period (equates to \_\_\_\_\_ weeks annually). Upon termination, whether voluntary or involuntary, Manager shall be entitled to compensation for all accumulated and unused vacation leave.

b. Per City/ County Personnel Policy, Manager's vacation pay accrual is subject to a maximum of \_\_\_\_\_ hours. After five years of employment with the City/County, Manager may convert/cash out up to \_\_\_\_\_ hours of vacation pay one time per fiscal year, provided they have taken at least \_\_\_\_\_ hours in the previous 12 months.

c. The Manager shall be provided with sick leave as provided for other non-represented City/ County Employees, accrued at \_\_\_\_\_ hours per pay period. (\_\_\_\_\_ hours per year). Per City/ County Personnel Policy, there is a cap of \_\_\_\_\_ hours on sick leave.

d. Upon termination, whether voluntary or involuntary, the City/ County shall compensate the Manager for all accrued vacation leave. Said compensation shall be based upon the Employee's salary as of the date of employment termination.

e. Holidays are established in the City's/ County's Personnel Policy Manual. As of the date of this Agreement, there are \_\_\_\_\_ designated holidays plus birthday/ floating holiday.

13. Other Terms and Conditions of Employment:

a. The Commission shall fix any other terms and conditions of employment, as it may determine, from time to time, relating to the performance of Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Employment Agreement, the City/ County Charter, the Code of Ordinances, as they may be amended from time to time, Dr any other applicable law.

b. All benefits, regulations, and rules of the City/ County as they now exist or hereafter may be amended, that apply to non-represented City/ County employees shall also apply to Manager, unless the Employment Agreement specifically provides to the contrary.

c. It is recognized that the Manager must devote a great deal of time outside normal office hours to business for the City/County, and to that end Manager shall be allowed to establish an appropriate work schedule.

d. The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City/ County and the community, the Manager may elect to accept limited teaching, consulting, or other business opportunities with prior approval of the Commission with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under the Employment Agreement.

e. Vehicle Allowance. Manager to receive \$\_\_\_\_\_ per month for expenses, including maintenance, repairs, gasoline, and insurance associated with his use of his/ her own vehicle within the City/ County(and, in lieu of mileage expenses, within the State of Florida). Manager shall maintain his/ her own vehicle insurance in an amount not less than \$\_\_\_\_\_ dollars per claim, and \$\_\_\_\_\_ dollars per incident. Said insurance shall be with a company acceptable to the City/ County and shall not be construed or constitute a waiver to the City's/ County's sovereign immunity protection.

f. Cell Phone. Manager will be issued a cell phone with phone and data plan fully paid by the City/ County for the Manager's use for City/ County business.

14. Housing Relocation. Pursuant to the City/ County Charter, the Manager need not be a resident of the City/ County or state at the time of appointment but shall reside in the City/ County while in office. It is understood that the Manager will be initially moving to \_\_\_\_\_ individually, with his/ her family relocating later to allow his/ her children to complete their academic year in their present schools. Manager will have three (3) months to find housing within the corporate boundaries of \_\_\_\_\_ and shall thereafter maintain his/ her legal domicile within the corporate boundaries of \_\_\_\_\_ throughout his tenure. The City/ County will provide the Manager a one-time payment for the cost of the Manager's relocation of his household within the City's/ County's corporate limits within twelve (12 months) of appointment. Manager to secure quotes from moving companies to determine a

reasonable lump sum amount (to be determined closer to the move date) which will be provided to the Manager to use for relocation purposes.

15. Travel Expenses. The City/ County will provide the Manager a one-time payment for travel expenses in the amount of \$\_\_\_\_\_,

16. Dues & Subscriptions.

a. The City/ County agrees to budget and to pay for professional dues and subscriptions of the Manager necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement and for the good of the City/County. Manager must become and remain a continuous member in good standing with both the International City/ County Management Association (ICMA) and the Florida City/ County Management Association (FCCMA) throughout his tenure with the City/County.

b. The City/ County recognizes the desirability of representation in and before local civic and other organizations and agrees to budget and to pay for the Manager's membership in such civic clubs and organizations as City/ County deems necessary and desirable.

17. Professional Development. The City/ County hereby agrees to budget for and to pay the travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the City/County, including but not limited to the annual conference of the Florida City and County Management Association (FCCMA), the International City/ County Management Association (ICMA), and such other national, regional, state and local government groups and committee of which the Manager is a member. The City/ County also agrees to budget and to pay for the Manager's travel and subsistence expenses for short courses, institutes and seminars that are necessary for his/ her professional development and for the good of the City/County.

18. Ethical Commitments. Manager shall not engage in any conduct which could reflect unfavorably upon the City/County, Manager will at all times uphold the ethics rules, regulations, and laws of the State of Florida. Manager must comply with all lawful Commission directives; state, local, and federal laws; and the City's/ County's policies, rules, ordinances; and City/ County Charter. Failure to comply with ethical commitments shall constitute cause for termination with cause.

19. Indemnification, Bonding.

a. The City/ County shall furnish and provide the Manager with insurance protection including comprehensive general liability and errors and omissions coverage applicable to all acts or omission of the Employee arising out of his employment, and will defend, save harmless, and indemnify the Employee against any tort, professional liability claim or demand, or other legal action arising out of an

alleged act or omission occurring in their performance of the Employee' s duties, excluding Illegal or criminal acts, except as/otherwise expressly stated herein.

b. City/ County shall defend, save harmless, and indemnify Manager against any tort, professional liability claim or demand, or other legal or administrative, action, whether groundless or otherwise, arising out of an alleged act or omission occurring at any time during the performance of Manager's duties as City/ County Manager unless it is determined that the Manager acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City/ County shall pay the expenses for the travel, lodging meals, and lost time of the Manager should the Manager be subject to such claim, demand, or action, and the same be pending after the Manager is no longer in the employment of the City/County.

c. The City/ County shall be responsible and have authority to compromise and settle any such clam or suit and pay the amount of any defense, settlement, or judgement rendered thereon. The Manager shall cooperate fully with the City/ County in the settlement, compromise, or trial of any such claim. The provisions of any City/ County policy or ordinance regarding the indemnification of the City's/ County's officials or employees shall apply to the indemnification of the) Manager to the extent the policy or ordinance does not conflict with the appropriate indemnification section of the Employment Agreement.

Agreed to on (Date\_\_\_\_\_, 202\_).

Manager

\_\_\_\_\_

City/ County of \_\_\_\_\_

Mayor/ Commission Chair

\_\_\_\_\_

City/ County of \_\_\_\_\_

City/ County Clerk

\_\_\_\_\_

## City Manager Search Update:

Contacted Senior Advisor James Hanson who has agreed to help navigate the process of searching for a City Manager. Per Mr. Hanson the below platforms were recommended to advertise for the best candidate results. Mr. Hanson recommended I contact Chris Holly at FLC to get current City Manager salaries for NE Florida. Mr. Hanson also recommended not to advertise in newspapers but post on Linked In.

A FLC City/County Manager Search Guide has been uploaded for your review which includes a sample contract which has been reviewed by a Labor Law Attorney.

The process of advertising has begun: The below platforms have the ad listing.

FLC

ICMA

FCCMA

City Website

Linked In



# Jim Hanson

## Biography



### Education

- Received a Bachelor of Arts Degree in Political Science from Valdosta State College in 1974
- Received a Master's Degree in Public Administration from the University of Georgia, Athens in 1977

### Career History

- Senior Advisor, Florida City and County Managers Association/ ICMA 2019- present
- Town Manager, Town of Orange Park, FL 2014 to 2017
- City Manager, City of Atlantic Beach, FL 1999 to 2013
- Board Manager, Marietta, GA Board of Lights and Water (1994-1999)
- Administrative Assistant (1976-1980)/Assistant City Manager (1981- 1982)/City Manager (1982-1994) City of LaGrange, GA

### Professional Affiliations

- Florida City/ County Management Association; member since 1999, served on numerous committees and task forces, received the If You Care You Do Awards in 2003 and 2006, and served as Secretary/ Treasurer (2015-16), President Elect (2016-17) and President (2017-18).
- International City/ County Management Association; member since 1976 and served on various committees.
- Georgia City/ County Management Association; past member and served as the NW District Director.
- Georgia Municipal Association; past member while working in Georgia and Chair of the Energy and Environmental Quality Committee 1985-87.
- Municipal Electric Authority of Georgia; Served two terms on the MEAG Board including Chair of the Strategic Planning Committee.
- Exchange Club of Jacksonville Beaches; Member since 2000 and President 2004-05, 2020-21 and 2021-22.

### Personal

- He and his wife Janet live in Atlantic Beach, Florida and have two married children.

**ADOPT RESOLUTION 2024-R-227 ratifying the Community Redevelopment Agency's recommendation of renewing the Memorandum of Understanding with the Small Business Development Center**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

The Small Business Development Center has submitted a proposed an agreement for this fiscal year.

### **BACKGROUND**

Notable changes to the proposed contract include, the proposed amount is \$25,000, whereas the previous contract was \$20,000.

### **PROJECT ANALYSIS**

The CRA recommended approval of the renewal of the SBDC MOU at its October 14th meeting.

### **Staff Recommendation**

Adopt Resolution.

### **ATTACHMENTS**

|    |                                                                                                      |
|----|------------------------------------------------------------------------------------------------------|
| 1. | 2024-r-227 THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE SMALL BUSINESS DEVELOPMENT CENTER |
| 2. | Proposed SBDC Agreement                                                                              |
| 3. | Current SBDC Agreement                                                                               |

**RESOLUTION NO. 2024-R-227**

**A RESOLUTION OF THE CITY OF PALATKA, RATIFYING  
THE RECOMMENDATION OF THE COMMUNITY  
REDEVELOPMENT AGENCY FROM ITS OCTOBER 14,  
2024, MEETING, AUTHORIZING THE EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING WITH THE  
SMALL BUSINESS DEVELOPMENT CENTER;  
PROVIDING FOR SCRIVENER'S ERRORS; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Community Redevelopment Agency (CRA) of the City of Palatka held a meeting on October 14, 2024, during which it reviewed and recommended that the City enter into a Memorandum of Understanding (MOU) with the Small Business Development Center (SBDC) to support economic development within the CRA district; and

**WHEREAS**, the SBDC has provided valuable services to the City of Palatka for over ten years, fostering the growth of small businesses and entrepreneurship in the community; and

**WHEREAS**, the City Commission of the City of Palatka desires to ratify the CRA's recommendation and authorize the Mayor and the City Clerk to execute and attest the MOU with the SBDC for the continued provision of these services for the amount of \$25,000, to be paid in quarterly installments; and

**WHEREAS**, the City Commission finds that the execution of the MOU with the SBDC is in the best interest of the City, its CRA, and the small businesses that rely on the services provided by the SBDC.

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

**SECTION 1.** The City Commission hereby ratifies and approves the recommendation of the Community Redevelopment Agency from its October 14, 2024, meeting, regarding the execution of a Memorandum of Understanding with the Small Business Development Center for the provision of services.

**SECTION 2.** The City Commission authorizes the Mayor and City Clerk to execute and attest the Memorandum of Understanding with the Small Business Development Center for \$25,000, payable in quarterly installments, on behalf of the City of Palatka.

**SECTION 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.

**SECTION 4.** This Resolution shall become effective immediately upon its passage by the City Commission.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, this 14<sup>th</sup> day of November 2024.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**MEMORANDUM OF AGREEMENT**  
**October 1, 2024-September 30, 2025**

**PARTIES**

This memorandum of agreement ("Agreement") is between the City of Palatka and the University of North Florida Board of Trustees, for and on behalf of the Florida Small Business Development Center at the University of North Florida (FSBDC).

**PURPOSE**

The purpose of this Agreement is to set forth the services the FSBDC will undertake in the City of Palatka in exchange for the funding provided by the City.

**ACTIONS**

I. **Agreement Term and Funding**

- a. The term of this Agreement is twelve months, commencing on October 1, 2024. The term may be extended upon agreement by the parties.
- b. The City of Palatka will provide the FSBDC with \$25,000 made payable in quarterly payments of \$6,250 upon invoice and due on October 15, 2024; January 15, 2025; April 15, 2025; and July 15, 2025. SBDC Invoicing shall be accompanied by the Quarterly Report for the quarter ended prior to the invoiced quarter.

II, **Services**

- a. The FSBDC will provide full-time professionally certified consultants, (including specialty markets subject matter experts) whose services are available to prospective and existing small businesses in the City of Palatka.

Consultants will:

- 1. Individually consult with small business owners and would-be entrepreneurs in the City of Palatka.
- 2. Present group training programs on a variety of business topics specifically tailored to the needs of City of Palatka businesses.
- 3. Conduct a variety of outreach activities such as participating in appropriate trade shows, making public presentations on business topics, and serving on appropriate boards and committees in the City of Palatka.
- 4. Perform all required administrative functions including quarterly reporting of FSBDC activity to the City of Palatka. Success of all consulting, outreach and training services will be tracked, reported and measured by timely input and delivery of all required data and reports in the FSBDC CRM system for stakeholders.

**III. Hiring**

The FSBDC will employ consultants, on a 12-month contract, and paid by the FSBDC.

**IV. Supervision**

Consultants will be supervised by an Assistant Director or higher within the FSBDC at UNF.

**V. Location**

The FSBDC will maintain an office at the Putnam County Chamber of Commerce.

**VI. Oversight**

Programmatic oversight of the FSBDC is provided by the University of North Florida, the Florida SBDC Network, the Association of SBDC's, the U.S. Small Business Administration, and the Florida Office of the Inspector General.

**VII. Reporting**

The FSBDC records and reports a number of metrics on a quarterly basis. Those range from number of clients consulted, hours of consulting, and number of workshop attendees to client jobs created and retained, capital investment made, and sales increased. The FSBDC will report these metrics to the City of Palatka Board of City Commissioners and any third party the City of Palatka designates.

**TIMING**

Full-time FSBDC services will be provided to small businesses in the City of Palatka under this MOU. The funding provided by the City of Palatka will enable the FSBDC to provide the aforementioned services for twelve months, beginning on the program effective date.

**COLLABORATION /COOPERATION**

The FSBDC will collaborate, cooperate, and liaise with all entities and organizations involved in economic development, or supporting small businesses in order to create synergies that will benefit the businesses, government, and taxpayers of the City of Palatka. Subject to availability of funding, FSBDC and the City of Palatka anticipate extending the term of this Agreement beyond the current agreement term.

**STATE UNIVERSITY**

FSBDC is a unit within UNF, which is a constituent member of the Florida state university system established under the Constitution of Florida administered by The University of North Florida Board of Trustees, a public body corporate. FSBDC services rendered to clients and attendees must be provided on a confidential basis to the full extent provided by 15 U.S. Code Section 648, et seq. and other applicable law. The FSBDC will not at any time release the names of clients to any entity, except as may be required by order of competent judicial authority.



SBDC and the City of Palatka will allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. Any failure to so allow shall constitute grounds for SBDC's termination of this Agreement. IF THE CONTRACTING PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTING PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT UNF'S OFFICE OF THE GENERAL COUNSEL, 904-620-2828, [generalcounsel@unf.edu](mailto:generalcounsel@unf.edu), 1 UNF Drive, 1/2100, Jacksonville, FL 32224. To the extent applicable, (i) the party contracting with UNF will comply with all obligations imposed on contractors set forth in Florida Statutes Section 119.0701(2)(b), relating to public records, and (ii) the parties will be governed by and comply with the protocol established in Florida Statutes Section 119.0701(3) for public records requests.

#### **MISCELLANEOUS**

Neither FSBDC nor the City of Palatka may assign this Agreement or subcontract performance without the prior written consent of the other. This Agreement shall not be modified in any manner except by instrument executed by each party. This Agreement is governed by the laws of Florida. Any legal action arising in connection with this Agreement shall be brought in the Seventh Judicial Circuit in the State of Florida. The failure of either party to perform any obligation due to an event beyond its reasonable control shall be excused, provided no party shall recover compensation or damages. No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be a waiver thereof. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not invalidate the remainder of this Agreement. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination or expiration of this Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement. A complete, executed copy of this Agreement shall be enforceable as an original. If additional funding sources fail to contribute the minimum matching funds required to operate the SBDC program on a full-time basis in Putnam County, this MOU will terminate with 30 days' notice.'

#### **For City of Palatka**

Signed: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signatory

**The University of North Florida Board of Trustees,  
For the Florida Small Business Development Center at the  
University of North Florida**

Signed: \_\_\_\_\_ Date \_\_\_\_\_  
Vice President, Administration & Finance

**MEMORANDUM OF AGREEMENT**  
**October 1, 2023-September 30, 2024**

**PARTIES**

This memorandum of agreement ("Agreement") is between the City of Palatka and the University of North Florida Board of Trustees, for and on behalf of the Florida Small Business Development Center at the University of North Florida (FSBDC).

**PURPOSE**

The purpose of this Agreement is to set forth the services the FSBDC will undertake in the City of Palatka in exchange for the funding provided by the City.

**ACTIONS**

I. **Agreement Term and Funding**

- a. The term of this Agreement is twelve months, commencing on October 1, 2023. The term may be extended upon agreement by the parties.
- b. The City of Palatka will provide the FSBDC with \$20,000 made payable in quarterly payments of \$5,000 upon invoice and due on October 15, 2023; January 15, 2024; April 15, 2024; and July 15, 2024. SBDC Invoicing shall be accompanied by the Quarterly Report for the quarter ended prior to the invoiced quarter.

II. **Services**

- a. The FSBDC will provide full-time professionally certified consultants, (including specialty markets subject matter experts) whose services are available to prospective and existing small businesses in the City of Palatka.

Consultants will:

1. Individually consult with small business owners and would-be entrepreneurs in the City of Palatka.
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4. Perform all required administrative functions including quarterly reporting of FSBDC activity to the City of Palatka. Success of all consulting, outreach and training services will be tracked, reported and measured by timely input and delivery of all required data and reports in the FSBDC CRM system for stakeholders.

**III. Hiring**

The FSBDC will employ consultants, on a 12-month contract, and paid by the FSBDC.

**IV. Supervision**

Consultants will be supervised by an Assistant Director or higher within the FSBDC at UNF.

**V. Location**

The FSBDC will maintain an office at the Putnam County Chamber of Commerce.

**VI. Oversight**

Programmatic oversight of the FSBDC is provided by the University of North Florida, the Florida SBDC Network, the Association of SBDC's, the U.S. Small Business Administration, and the Florida Office of the Inspector General.

**VII. Reporting**

The FSBDC records and reports a number of metrics on a quarterly basis. Those range from number of clients consulted, hours of consulting, and number of workshop attendees to client jobs created and retained, capital investment made, and sales increased. The FSBDC will report these metrics to the City of Palatka Board of City Commissioners and any third party the City of Palatka designates.

**TIMING**

Full-time FSBDC services will be provided to small businesses in the City of Palatka under this MOU. The funding provided by the City of Palatka will enable the FSBDC to provide the aforementioned services for twelve months, beginning on the program effective date.

**COLLABORATION /COOPERATION**

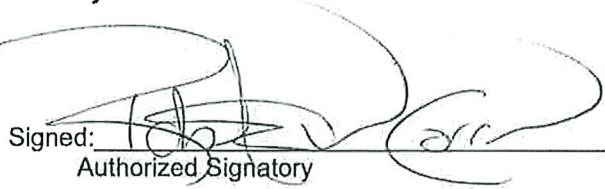
The FSBDC will collaborate, cooperate, and liaise with all entities and organizations involved in economic development, or supporting small businesses in order to create synergies that will benefit the businesses, government, and taxpayers of the City of Palatka. Subject to availability of funding, FSBDC and the City of Palatka anticipate extending the term of this Agreement beyond the current agreement term.

**STATE UNIVERSITY**

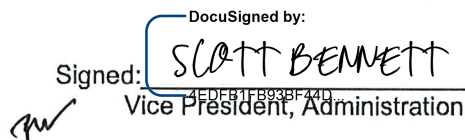
FSBDC is a unit within UNF, which is a constituent member of the Florida state university system established under the Constitution of Florida administered by The University of North Florida Board of Trustees, a public body corporate. FSBDC services rendered to clients and attendees must be provided on a confidential basis to the full extent provided by 15 U.S. Code Section 648, et seq. and other applicable law. The FSBDC will not at any time release the names of clients to any entity, except as may be required by order of competent judicial authority.

SBDC and the City of Palatka will allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. Neither FSBDC nor the City of Palatka may assign this Agreement or subcontract performance without the prior written consent of the other. This Agreement shall not be modified in any manner except by instrument executed by each party. This Agreement is governed by the laws of Florida. Any legal action arising in connection with this Agreement shall be brought in the Seventh Judicial Circuit in the State of Florida. The failure of either party to perform any obligation due to an event beyond its reasonable control shall be excused, provided no party shall recover compensation or damages. No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be a waiver thereof. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not invalidate the remainder of this Agreement. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination or expiration of this Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement. A complete, executed copy of this Agreement shall be enforceable as an original. If additional funding sources fail to contribute the minimum matching funds required to operate the SBDC program on a full-time basis in Putnam County, this MOU will terminate with 30 days' notice.

**For City of Palatka**

Signed:  Date 8/24/2023  
Authorized Signatory

**The University of North Florida Board of Trustees,  
For the Florida Small Business Development Center at the  
University of North Florida**

DocuSigned by:  
Signed:  Date 9/5/2023  
Vice President, Administration & Finance

## ACCEPTANCE of the resignation of Arthur Leary of the Firefighters Pension Board

# STAFF REPORT

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

Arthur "Art" Leary has submitted a letter of resignation from the Firefighters Pension Board.

### **BACKGROUND**

Mr. Leary was selected by the members of the plan to serve as the "5th member" of the Firefighters Pension Board in accord with the City's code section 2-250.25(3). The 5th member is selected by the other 4 members of the Board and ratified by the Commission as a ministerial duty.

Mr. Leary was originally appointed to the Board on January 13, 2012. His current term began March 25, 2021 and would expire on January 31, 2025.

### **PROJECT ANALYSIS**

As a ministerial duty, the Commission should accept Mr. Leary's resignation.

### **Staff Recommendation**

Accept resignation and thank Mr. Leary for his 12 years of service.

### **ATTACHMENTS**

|    |                                 |
|----|---------------------------------|
| 1. | Letter to FFPF Board - A. Leary |
|----|---------------------------------|



November 6, 2024

Fire Fighter's Pension Fund Board  
201 1<sup>st</sup> Street  
Palatka, FL. 32177

Dear Board of Trustees, City Clerk, City Manager,

I would like to commend you and the City staff for all your hard work and dedication to the Fire Fighters Pension Fund. I am positive without your direct involvement in the oversight of the plan, the outlook would not be as positive as it is currently.

In the current state of time constraints with my place of business and personally, I feel will limit my ability to give the Board my full availability to continue to serve.

Therefore, it is with regret that I must resign my position on the Board effective November 15, 2024.

I would like to thank each of you for the privilege and honor it was to serve.  
I wish you all success in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Art B. Leary', with a stylized flourish at the end.

Arthur B. "Art" Leary

Copy/file



**ADOPT RESOLUTION 2024-R-234 authorizing the exeuction of an extension to Svein Bakken's Building Improvement Grant as recommended by the Community Redevelopment Agency during its October 14, 2024 meeting**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

Mr. Bakken has requested an extension to his Building Improvement Grant deadline.

### **BACKGROUND**

The City of Palatka Community Redevelopment Agency (CRA) entered into a Building Improvement Cost Share Agreement with Svein Bakken (Recipient) on July 5, 2023, to share a portion of the cost for building improvements on the real property located at 608 Oak Street, Palatka, FL 32177, parcel number 42-10-27-6850-0380-0050. The Agreement stipulates that the Recipient is required to complete the scope of work and submit an invoice for payment within eighteen (18) months from the date of the award, which is set to expire on November 27, 2024. The Recipient has requested an extension of the completion deadline due to unforeseen circumstances, in order to fully complete the improvements as required under the Agreement. At its regular meeting on October 14, 2025, the CRA recommended that the City of Palatka extend the completion deadline for the Building Improvement Cost Share Grant to March 31, 2025, to support the project's successful completion and the continued enhancement of the community.

### **PROJECT ANALYSIS**

The City Commission must ratify the recommendation of the CRA for the extension to the completion deadline for the Building Improvement Cost Share Grant awarded to Svein Bakken for the property located at 608 Oak Street, Palatka, Florida. The new completion deadline would be March 31, 2025.

### **Staff Recommendation**

Adopt resolution.

### **ATTACHMENTS**

|    |                                                                                                                                                        |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | 2024-R-234 EXTENDING THE COMPLETION DEADLINE FOR THE BUILDING IMPROVEMENT COST SHARE GRANT AWARDED TO SVEIN BAKKEN FOR THE PROPERTY LOCATED AT 608 OAK |
| 2. | Current Grant Agreement with Mr. Bakken                                                                                                                |

|    |                                                       |
|----|-------------------------------------------------------|
| 3. | ADDENDUM TO BUILDING IMPROVEMENT COST SHARE AGREEMENT |
|----|-------------------------------------------------------|

**RESOLUTION NO. 2024-R-234**

**A RESOLUTION OF THE CITY OF PALATKA  
EXTENDING THE COMPLETION DEADLINE FOR THE  
BUILDING IMPROVEMENT COST SHARE GRANT  
AWARDED TO SVEIN BAKKEN FOR THE PROPERTY  
LOCATED AT 608 OAK STREET, PALATKA, FLORIDA,  
UNTIL MARCH 31, 2025, PURSUANT TO THE  
RECOMMENDATION OF THE CITY OF PALATKA  
COMMUNITY REDEVELOPMENT AGENCY; AND  
PROVIDING FOR SCRIVENER'S ERRORS**

**WHEREAS**, the City of Palatka Community Redevelopment Agency (CRA) entered into a Building Improvement Cost Share Agreement with Svein Bakken (Recipient) on July 5, 2023, to share a portion of the cost for building improvements on the real property located at 608 Oak Street, Palatka, FL 32177, parcel number 42-10-27-6850-0380-0050; and

**WHEREAS**, the Agreement stipulates that the Recipient is required to complete the scope of work and submit an invoice for payment within eighteen (18) months from the date of the award, which is set to expire on November 27, 2024; and

**WHEREAS**, the Recipient has requested an extension of the completion deadline due to unforeseen circumstances, in order to fully complete the improvements as required under the Agreement; and

**WHEREAS**, at its regular meeting on October 14, 2025, the CRA recommended that the City of Palatka extend the completion deadline for the Building Improvement Cost Share Grant to March 31, 2025, to support the project's successful completion and the continued enhancement of the community; and

**WHEREAS**, the City Commission finds that approving this extension is in the best interest of the City and its redevelopment efforts.

**NOW, THEREFORE**, be it resolved by the City Commission of the City of Palatka as follows:

1. **Extension Approval:** The City Commission hereby approves an extension to the completion deadline for the Building Improvement Cost Share Grant awarded to Svein Bakken for the property located at 608 Oak Street, Palatka, Florida. The new completion deadline is March 31, 2025.
2. **Compliance Requirements:** All other terms, conditions, and requirements outlined in the original Agreement dated July 5, 2023, remain in full force and effect, and the Recipient is required to comply with these provisions, including but not limited to:
  - Submission of invoices and supporting documents as required to receive payment.
  - Proof of building permits, zoning compliance, and final inspection approvals.
  - Certification of occupancy issuance, if applicable.
3. **Effective Date:** This Resolution shall become effective immediately upon its adoption.
4. **Scrivener's Errors:** The City Manager or designee, without public hearing, is authorized to correct any typographical or scrivener's errors that do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka on this 14<sup>th</sup> day of November, 2024.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

**CITY ATTORNEY**

---



**BUILDING IMPROVEMENT COST SHARE AGREEMENT  
CITY OF PALATKA COMMUNITY REDEVELOPMENT AGENCY**

**THIS AGREEMENT** is entered into between the City of Palatka Community Redevelopment Agency, whose address is 201 North Second Street, Palatka, FL 32177 (hereinafter referred to as the “CRA”) and Svein Bakken whose address is 608 Oak Street, Palatka, FL 32177 (hereinafter referred to as the “Recipient”), to provide financial assistance for building improvements for real property parcel number 42-10-27-6850-0380-0050, whose physical address is 608 Oak Street, Palatka, Florida 32177.

**WHEREAS**, on 04/27/2022 the Recipient was awarded funding by the CRA and City Commission pursuant to the City of Palatka Community Redevelopment Agency Building Improvement Cost Share Program.

**NOW, THEREFORE**, in consideration of the premises and the mutual benefits to be derived here from, the CRA and the Recipient do hereby agree as follows:

1. The Recipient agrees to complete the scope of work within the awarded grant application and submit an invoice for payment within eighteen (18) months of the time of award.
2. The CRA agrees to fund the Recipient in an amount not to exceed \$15,000 toward the total project cost of \$64,000. The Recipient will provide invoices and cancelled checks as proof of payment in an amount of \$30,000 of allowable expenses to verify the match requirement of \$15,000.
3. All of the terms, conditions, and provisions of the attached City of Palatka Building Improvement Cost Share Program are incorporated herein by reference and made a specific part thereof.
4. Any overages are the responsibility of the Recipient.
5. The Recipient and any affected Recipient(s) are required to sign a Release and Hold Harmless Agreement (Attachment A) with the City of Palatka Community Redevelopment Agency, as permitted by the laws of the State of Florida.
6. The Recipient must honor contractual obligations to contractor(s).
7. The Recipient agrees to provide proof of the proper building permits and zoning compliance.
8. Prior to final reimbursement, the Recipient will be required to show proof of inspection and the closing of all applicable permits, payment of all subcontractors, satisfaction of all mechanic liens and the issuance of Certificate of Occupancy, if applicable.

9. In the event the recipient transfers, sells, conveys, or in any other manner divests itself of ownership of the property which is the subject of the Grant within three (3) years following the completion of the repairs/renovations which are funded by the Grant, the entire amount of the Grant funds shall be repaid to the City. This obligation of repayment shall be one which runs with the land and shall be evidenced by a recorded instrument which shall be satisfied upon repayment of the Grant or upon expiration of the three (3) year look-back period. For purposes of this term, "completion" shall be defined as that date when a certificate of occupancy is issued or when all required building permits obtained in association with the repairs/renovations have been "finalized". If the Recipient does not repay the grant funds, the CRA expressly reserves the right to file a lien, in the full grant amount on the subject property of the grant whose physical address is 608 Oak Street, Palatka, FL 32177.
10. City of Palatka Community Redevelopment Agency expressly reserve the right to request additional information from the Recipient and display and advertise properties that receive grant funding.

WITNESSES:

  
Signature  
  
Signature

RECIPIENT:

Svein Arild Bakken  
Name (print)

\_\_\_\_\_  
Title (print)

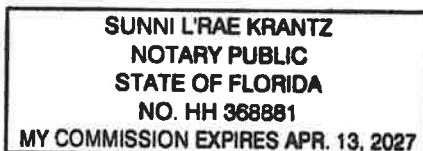
Svein Arild Bakken  
Signature

July 5th 2023  
Date

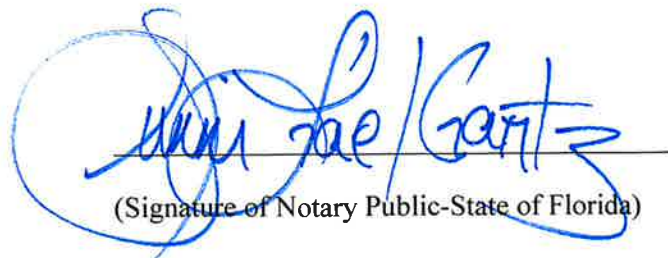
STATE OF FLORIDA

COUNTY OF Putnam

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 2023, by (name of person Svein Bakken acknowledging).



(NOTARY SEAL)

  
(Signature of Notary Public-State of Florida)



(Name of Notary Typed, Printed, or Stamped)

Personally Known X OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

COMMUNITY REDEVELOPMENT AGENCY:

[Signature]  
Mayor

6/13/2023  
Date

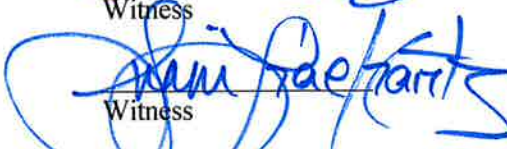
ATTEST:

[Signature]  
City Clerk (Seal)



## HOLD HARMLESS, RELEASE AND INDEMNIFICATION AGREEMENT

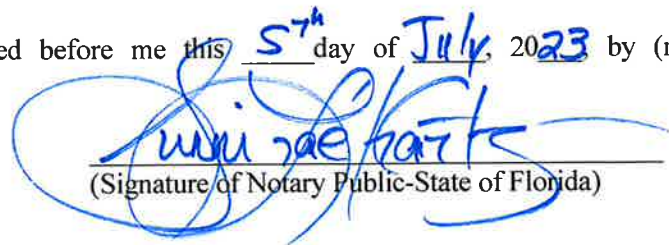
1. The Recipient shall be fully liable for the actions of its agents, employees, partners, or sub Recipients and shall fully indemnify, defend, and hold harmless the City, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Recipient, its agents, employees, partners, or sub Recipients. Provided however, that Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act(s) or omission(s) of the City, or its employees subject to the limitations stated in Section 768.28, Florida Statutes.
2. Further, the Recipient shall fully indemnify, defend, and hold harmless the City and its employees from any suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right. If any product is the subject of an infringement suit or in the Recipient's opinion is likely to become the subject of such a suit, the Recipient may at its sole expense procure for the City the right to continue using the product or to modify it to become non-infringing. If the Recipient is not reasonably able to modify or otherwise secure the City the right to continue using the product, the Recipient shall remove the product and refund the City the amounts paid in excess of a reasonable rental for past use. The City shall not be liable for any royalties.
3. The Recipient's obligations under the preceding two (2) paragraphs with respect to any legal action are contingent upon the City giving the Recipient: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at the Recipient's sole expense; and (3) assistance in defending the action at Recipient's sole expense. The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the City in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.

  
Witness  
  
Witness  
STATE OF FLORIDA  
COUNTY OF Putnam

(Sign)   
(Print Name Here) Svein Bakken  
RECIPIENT

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 2023 by (name of person acknowledging).

(NOTARY SEAL)

  
(Signature of Notary Public-State of Florida)

(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification X

Type of Identification Produced Florida Drivers License





## **Building Improvement Grant Cost Share Program**

**ITB 2022-18**

The City of Palatka Community Redevelopment Agency (hereinafter referred to as "the CRA") hereby solicits applications for the Building Improvement Grant Cost Share Program for projects located within the City of Palatka Community Redevelopment Agency Areas. The Program is intended to encourage the redevelopment of blighted residential and commercial properties by assisting those who are attempting to improve properties which are most in need of rehabilitation or remodeling; do not necessarily depend upon grant funds to move forward; and which have a greater probability of successful completion. To be eligible for consideration projects must be located in a City of Palatka Community Redevelopment Agency Tax Increment District and advance the goals outlined in the CRA plan.

The program shall be publicly advertised and accepted by posted deadlines in two cycles. The CRA reserves the right to apportion funds between the two cycles as it sees fit. Applications, if deemed complete and eligible, are evaluated and ranked based upon competitive criteria and will be forwarded to the CRA board for funding consideration. Awards are subject to the availability of funds within the specific Tax Increment District Fund (i.e. South, North and Central) where the project resides. The CRA reserves the right to request additional information and advertise properties receiving incentives.

Program documents and applications can be downloaded from the City of Palatka website at <https://palatka-fl.gov/bids.aspx> or copies may be requested at City Hall, 201 N. 2<sup>nd</sup> Street, during normal business hours. All questions must be submitted in writing to Mandi Tucker, Project Manager/Grants Administrator at [mtucker@palatka-fl.gov](mailto:mtucker@palatka-fl.gov). Questions will be answered in the form of an addendum posted on the City of Palatka website.

**Advertisement Date:** September 1, 2022

**Applications Available:** <https://palatka-fl.gov/bids.aspx>

**Deadline for Questions:** September 26, 2022

**Deadline for final Addenda:** October 3, 2022

**Application Deadline:** October 17 at 2 p.m.

Submittals will be opened as soon as possible after the submission deadline.

To obtain additional information please view the City of Palatka website at [www.palatka-fl.gov](http://www.palatka-fl.gov) or contact Mandi Tucker, Project Manager/Grants Administrator at 386 329 0100 or [mtucker@palatka-fl.gov](mailto:mtucker@palatka-fl.gov).

## **Building Improvement Grant Cost Share Program**

### **I. Program Description**

The Building Improvement Grant Cost Share Program is intended to encourage the redevelopment of blighted residential and commercial properties by assisting those who are attempting to improve properties which are most in need of rehabilitation or remodeling; do not necessarily depend upon grant funds to move forward; and which have a greater probability of successful completion. The owner will have ten (10) days from notification of award to execute the grant agreement and up to one (1) year from the date of execution of the grant agreement to complete the work. The grant program is only applicable to new work and is not retroactive. Work completed prior to grant award on the property may not be considered as match or for grant funding.

The following covenants will define the use of Tax Increment Funds in a reimbursement method. Cost share funds shall be reimbursed up to fifty percent (50%) of the total project cost to a maximum of twenty-five thousand dollars (\$25,000). Approved projects will receive reimbursement at one hundred percent (100%) completion of the project scope. Funds will be disbursed by a check payable to the applicant after the following:

- Submission of all receipts and required documentation to the Project Manager, including:
  - contractor invoicing and evidence of payment of funds;
  - release of lien letters from contractors and suppliers;
  - applicant must honor contractual obligations to contractor; hold harmless agreements must be executed; and
  - confirmation that the property is assessed and subject to ad valorem taxation
- Certification of completion by the Chief Building Official and/or closed permit reports to sufficiently document the work has been completed in accordance with all applicable codes.
- Verification that any additional criteria added by contract has been completed as proposed in a satisfactory and professional manner.
- Certification of completion of grant project by the Project Manager and submission to the Palatka City Finance Director.
- Issuance of a Certificate of Occupancy, if applicable
- Proof of applicable and appropriate insurance of the renovated property

Upon approval of a grant, the applicant and any affected contractor will be required to sign a Grant Agreement and a Release and Hold Harmless Agreement with the City of Palatka Community Redevelopment Agency, as permitted by the laws of the State of Florida. Grant funds are considered taxable income and recipients have a reporting obligation to the Internal Revenue Service. Applicants are encouraged to consult with a tax professional on the tax implications of receiving an award prior to making application. Grant funds can only be used towards building improvements and may not be used for administration expenses.

#### **Application Cycle**

The CRA shall only accept and review sealed applications during an advertised cycle beginning 30 days prior to and up to each application deadline. Applications received prior or after the herein stated deadlines will be returned to the applicant.



**Building Improvement Grant  
Cost Share Program**

## **II. Eligibility**

To be eligible for consideration projects must be located in a Tax Increment District; advance the goals outlined in the CRA plan and meet other minimum eligibility criteria. For a project to be eligible it must:

- require extensive repairs to either obtain a Certificate of Occupancy, address code violations, construction, demolition, and/or address visual blight (land clearing is not an eligible grant expense);
- be located within a Tax Increment district;
- be the subject of a complete application;
- parcel ID has not received tax increment funding in the past ten (10) years per the past incentive award date;
- receive a minimum score of 70 or greater; and
- be taxable property (non-taxable property proposed to be placed on the tax roll as a result of the project shall be eligible for funds).

## **III. Application Process**

- a. Applicants interested in participating in the program must submit a completed and signed application along with supporting documentation to in a sealed envelope to:

City of Palatka Community Redevelopment Agency  
Attention: City Clerk  
201 North Second Street  
Palatka, FL 32177

Submittals will be opened as soon as possible after the submission deadline.

- b. Applications must include:

- contact information (i.e. primary contact, phone number, email, mailing address);
- proof of ownership, option to purchase or agent authorization;
- project description including: scope of work, construction estimate, schedule by trade and design plans (as needed);
- proof of financial ability to fund the applicant's portion of the project;
- current taxable value per Putnam County Property Appraiser and estimated taxable value at project completion;
- acknowledgement applicant has read and understands grant requirements;
- verification of matching funds (i.e. loan approval, demonstrated savings, etc.); and
- additional information as requested.

- c. Applications will be reviewed for completeness and eligibility and submitted to the Tax Increment District Advisory Committee for evaluation. Applications deemed to be incomplete or ineligible will not be considered. Applications submitted during the designated application period shall expire upon the ending of the fiscal year.

**Building Improvement Grant  
Cost Share Program**

Appeals must be filed with the City of Palatka City Clerk at 201 North Second Street, Palatka, FL 32177 and will be considered at the next regularly scheduled meeting.

In the event the recipient transfers, sells, conveys, or in any other manner divests itself of ownership of the property which is the subject of the Grant within three years following the completion of the repairs/renovations which are funded by the Grant, the entire amount of the Grant funds shall be repaid to the City. This obligation of repayment shall be one which runs with the land and shall be evidenced by a recorded instrument which shall be satisfied upon repayment of the Grant or upon expiration of the three year look-back period. For purposes of this term, "completion" shall be defined as that date when a certificate of occupancy is issued or when all required building permits obtained in association with the repairs/renovations have been "finalized".

#### **IV. Selection and Evaluation Criteria**

The CRA board shall appoint a committee of citizens and business owners to review and rank applications for recommendation to the CRA. The evaluation will occur in accordance with the evaluation criteria as soon as practical at a time and place to be determined but not more than 30 days after the deadline. The criteria that the CRA shall use in evaluating proposals include, but are not limited to;

| Criteria                                                                                                                                                                                                                                                                  | Points |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| <b>Project Quality:</b> Quality of the proposed improvements (i.e. material, design and construction method) and adherence to historic standards. Those projects with approved Certificate of Appropriateness, and all applicable building permits will receive priority. | 25     |
| <b>Project Feasibility:</b> The level of detail and accurateness of the project scope of work, budget and plans.                                                                                                                                                          | 25     |
| <b>Redevelopment Impact:</b> degree to which Grant funds are to be applied in eliminating blight and stabilizing or increasing property values in immediate area                                                                                                          | 50     |

**\* Any application which receives an average total score of less than 70 points shall not be awarded funds.**

I hereby acknowledge that I have read, understand and agree to the terms of this document and that I am authorized to execute this Agreement.

 Svein Arild Bakken September 19, 2022  
Signature Date

Svein Arild Bakken  
Printed Name Title

Bakken Svein arild @ gmail . com  
Email

+47 92680880  
Phone

Project 911 Address

Project Parcel(s)



## ADDENDUM TO BUILDING IMPROVEMENT COST SHARE AGREEMENT

The Building Improvement Cost Share Agreement between the City of Palatka and Svein Bakken, entered into on July 5, 2023 for financial assistance for building improvements for real property parcel num 42-10-27-6850-0380-0050, whose physical address is 608 Oak Street, Palatka, FL 32177 is hereby extended from the initial eighteen (18) month time period to complete the building improvements (currently lapsing on December 5, 2024) to an additional twelve (12) months for all improvements to be completed. The applicant shall have until December 5, 2025 to complete all improvements set forth in the grant agreement. This extension is granted at the request of the applicant and upon approval of the Community Redevelopment Agency and the City of Palatka City Commission.

No additional extensions of time shall be granted. This extension of time is limited to the circumstances of this applicant and shall not be construed in any manner as precedence of the City of Palatka to grant extensions under the Building Improvement grant program.

All other conditions of the grant remain in full force and effect.

This extension is hereby authorized by:

\_\_\_\_\_  
Mayor Roberta M. Correa

City of Palatka

DATE: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of November, 2024 by  
Roberta M. Correa

\_\_\_\_\_  
Signature and seal of Notary Public

**ADOPT RESOLUTION 2024-R-228 authorizing the execution of a 1-year renewal agreement with Becker & Poliakoff, PA for lobbyist services in an amount of \$60,000.**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

Approval of 2nd and final renewal of Becker & Poliakoff PA lobbyist contract

### **BACKGROUND**

On November 2, 2021, a Request for Qualifications (RFQ) #2021-18 was advertised and released soliciting proposals for professional services from qualified lobbyist firms. A proposal from BECKER was properly submitted and received prior to the advertised deadline. An evaluation committee met on November 12, 2021, and the ranked the submitted proposals. On November 18, 2021, the CITY Commission deliberated and rejected the ranking recommendation of the evaluation committee and selected BECKER as the top ranked respondent. The City awarded RFQ 2021-18 to Becker & Poliakoff on February 21, 2023 and entered into an agreement with the firm for an initial term of 2 years with 2 1-year renewal options. The City entered into a 1-year renewal agreement with the firm on September 28, 2023.

The lobbying services are to include State and Federal lobbyist services.

### **PROJECT ANALYSIS**

The RFQ and original contract with Becker & Poliakoff under the RFQ allowed for 2 1-year extensions of the contract. City Staff is asking the Commission if it wishes to exercise the second and last 1-year renewal.

If the Commission does not desire to renew the contract, a new RFQ would need to be released. If the City does renew the contract, it would be for a 1-year term and then we would need to release a new RFQ.

### **Staff Recommendation**

Adopt Resolution renewing the contract.

### **ATTACHMENTS**

|    |                       |
|----|-----------------------|
| 1. | Becker Renewal Reso   |
| 2. | Second Renewal Becker |

**RESOLUTION No. 2024-R-228**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AUTHORIZING EXECUTION OF A ONE YEAR RENEWAL  
CONTRACT FOR LOBBYIST SERVICES WITH THE FIRM  
OF BECKER & POLIAKOFF, P.A.; PROVIDING FOR  
SCRIVENER'S ERRORS AND PROVIDING FOR AN  
EFFECTIVE DATE**

**WHEREAS**, on November 2, 2021, Request for Qualifications #2021-18 was advertised and released soliciting proposals for professional services from qualified lobbyist firms; and

**WHEREAS**, the City awarded RFQ 2021-18 to Becker & Poliakoff on February 21, 2023 and entered into an agreement with the firm for an initial term of 2 years with 2 1-year renewal options; and

**WHEREAS**, the City entered into a 1-year renewal agreement with the firm on September 28, 2023; and

**WHEREAS**, the City finds it in the best interest of its citizens to enter into the second and final 1-year renewal agreement with the lobbying firm under the original contract.

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

1. the Mayor and the City Clerk are hereby authorized to execute and attest a 1-year renewal contract with the firm of Becker & Poliakoff, P.A. to provide lobbyist services for the City of Palatka for the 2025 Legislative session;
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;
3. this Resolution shall take effect upon adoption.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 14<sup>th</sup> day of October, 2024.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

## **LOBBYING CONSULTANT SERVICES SECOND RENEWAL AGREEMENT**

**THIS AGREEMENT** made entered into this 14<sup>th</sup> day of November, 2024, by and between BECKER & POLIAKOFF, a Florida Profit Corporation, 1 East Broward Boulevard, Suite 1800, Fort Lauderdale, Florida 33301 (hereinafter “Becker”) and the CITY OF PALATKA, a Florida municipal corporation, 201 N. 2 St., Palatka, FL 32177 (hereinafter “City”).

### **WITNESSETH:**

**WHEREAS**, on November 2, 2021, a Request for Qualifications (RFQ) #2021-18 was advertised and released soliciting proposals for professional services from qualified lobbyist firms; and

**WHEREAS**, a proposal from BECKER was properly submitted and received prior to the advertised deadline; and

**WHEREAS**, an evaluation committee met on November 12, 2021, and the ranked the submitted proposals; and

**WHEREAS**, on November 18, 2021, the CITY Commission deliberated and rejected the ranking recommendation of the evaluation committee and selected BECKER as the top ranked respondent; and

**WHEREAS**, the City awarded RFQ 2021-18 to Becker & Poliakoff on February 21, 2023 and entered into an agreement with the firm for an initial term of 2 years with 2 1-year renewal options; and

**WHEREAS**, the City entered into a 1-year renewal agreement with the firm on September 28, 2023; and

**WHEREAS**, the City desires to enter into a second and final 1-year renewal agreement with the firm; and

**WHEREAS**, the lobbying services are to include State and Federal lobbyist services.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

### **SCOPE OF SERVICES**

BECKER shall advise, counsel, and represent the CITY of Palatka in pursuing legislative initiatives and grant applications and awards at the State level and Federal level. BECKER shall assist the CITY of Palatka in preparing its state, federal and administrative agendas and shall strategize with the CITY of Palatka as requested and as stated and outlined in the CITY of Palatka Request for Qualification (RFQ) 2021-18, which is attached hereto as Exhibit A and incorporated

herein by reference into this Agreement. BECKER shall identify topics and areas of need to legislators serving the CITY of Palatka, pertinent legislative leaders and committee chairs, and administrative officials.

THAT in consideration of the mutual covenants and agreements herein contained the parties hereto as follows:

1. The CITY does hereby renew the engagement of a retainer of BECKER for Lobbying Consulting Services for a one-year renewal term commencing on January 17, 2025, and ending on the January 16, 2026, for representation before the State of Florida Legislature, Florida Office of the Governor, United States Congress, Federal agencies and entities and other departments and agencies relevant to the interests of the CITY.
2. BECKER accepts such retainer and agrees to render and perform all services necessary or proper for the advancement of the interests of the CITY to the extent required by the CITY and agreed to by BECKER and designated as responsibilities to be assumed by BECKER.
3. The CITY shall pay to BECKER as compensation for the services to be performed and as hereinbefore set forth the sum of Sixty Thousand Dollars (\$60,000.00) for the twelve-month renewal term. The sum of Five Thousand (\$5,000.00) will be payable in twelve equal monthly installments upon presentation of an invoice outlining services for the preceding month, payable in arrears.
4. It is understood that this a non-exclusive Agreement, however, BECKER will not undertake any responsibilities or engage in any activities which reasonably conflict with the interest of the CITY. BECKER shall disclose to the CITY in writing any situation which may reasonably present a conflict of interest.
5. BECKER agrees that it shall not represent any entity in any form or support a position in opposition to a position of the CITY, unless the City Commission grants a specific waiver for a specific lobbying activity.
6. BECKER shall be obligated to declare in writing to the City Manager the existence of a conflict and request a waiver, if applicable, within five (5) business days of the discovery of a conflict.
7. BECKER agrees that the key personnel who will be providing services to the CITY are Yolanda Cash Jackson, Clarence Williams and LaToya Sheals. The CITY understands that it may be necessary to replace certain key personnel. However, the CITY shall be consulted and have input prior to the replacement of any key personnel.

## **STATE GOVERNMENT**

BECKER shall:

Work with the CITY in developing special or general legislation as directed by the CITY Commission.

Assist the CITY in coordinating and obtaining State grants. BECKER is **not** expected to prepare grant applications.

Testify and lobby on behalf of the CITY, to every level of State government on behalf of the CITY.

Appear and testify at State agency hearings, rulemaking proceeding and other administrative and legislative meetings, in order to promote and seek passage of legislation that affect the CITY as directed by the CITY Commission.

Coordinate appointments/meetings between CITY elected officials and/or CITY staff upon request with appropriate state officials/legislators/staff.

Report periodically and regularly to the CITY through correspondence, informational bulletins, electronic mail or telephonically concerning legislation, rules, policy and program directions and directives, by including but not limited to, forwarding copies of appropriate bills to the CITY, informing the CITY of various meeting/hearings attended on the CITY's behalf, providing the CITY with applicable interim studies prepared by the House or Senate, pertinent information from the Florida Administrative Weekly, and individually meeting with or contacting the Mayor and City Commission on required issues.

Shall submit a report to the City Commission summarizing the status of the CITY's legislative priorities two (2) weeks of the closing of the Regular and/or Special Session of the Legislature. A more detailed written report on specific legislation and new requirements affecting the CITY shall be provided thirty (30) days after the close of the Regular and/or Special Session.

## **FEDERAL GOVERNMENT**

BECKER shall:

Attend all scheduled, extended or special legislative sessions and meetings, federal administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services.

Shall identify those issues that may affect the CITY or its citizens and regularly inform the CITY as to these matters, both written and orally, and to provide legal and legislative expertise and consulting services.

Shall assist the CITY in the coordination and development of the CITY's federal legislative program, as it relates to public safety, law enforcement, business attraction and retention, infrastructure improvements, telecommunications, transportation, environmental, affordable housing, economic development, revenue development, broadband, mandates and other issues.



Shall monitor federal legislative committee meetings, agencies hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the CITY's adopted legislative programs are considered, as well as others that may arise that affect the CITY.

Shall work with the CITY Commission and staff to develop special or general federal legislation in keeping with, or that are supportive of, the CITY's legislative program.

BECKER shall develop strategies to obtain and maximum funding for all areas of CITY's services including but not limited to public works, law enforcement, transportation infrastructure, water resources, housing, broadband, appropriations and grant programs administered by the Federal government.

BECKER shall maintain direct and frequent contact with key United States Senators and Representatives, and advocate for the CITY's interest during the Federal legislative and regulatory processes.

BECKER shall, upon request, coordinate appointments/meetings between the City Commission and/or CITY staff, and appropriate federal officials and legislators.

## **GENERAL**

BECKER shall prepare and submit reports that may include but not limited to: personal briefings, emails, and information bulletins pertinent to legislation rules or regulations, and other federal policies or programs that affect the CITY and its citizens either directly or indirectly. A report summarizing the status of the CITY's legislative priorities shall be provided within seven (7) days of the closing of the session and a more detailed final written report on specific legislation and ne requirements affecting the CITY shall be provided within a reasonable time period, not to exceed thirty (30) days from the close of session.

BECKER shall prepare and submit periodic written reports (at least monthly) during those months that the legislature is not in session, on issues of interest or concern to the CITY, including but not limited to interim committee meetings, rulemaking hearings, status of studies underway and advance notice of proposed legislation.

BECKER shall, upon request by the CITY, assist the CITY in coordinating and obtaining Federal grants. BECKER is **not** expected to prepare grant applications.

BECKER shall comply with and register as required by State and Federal rules, statutes, policies, regulations and guidelines for legislative and executive branches lobbying activities.

## **INDEMNIFICATION**

BECKER shall indemnify and hold harmless the CITY, its officers, employees, representatives and agents, from any and all liability arising out of claims and litigation related to the services to be provided, including but not limited, to any actions that my arise from allegations regarding

determination of appropriateness or inappropriateness of care or any errors or omissions related to the services provided.

### **WAIVER**

No waiver by the CITY of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by BECKER of the same, or any other provision or the enforcement thereof.

### **NON-ASSIGNABILITY**

This Agreement or any portion hereof shall not be assigned or transferred by either party without the written consent of the other party.

### **NOTICE**

The delivery of any items and the giving of notice in compliance with the terms of this Agreement shall be accomplished by making same, in writing, and by the delivery thereof to the party intended to receive it via US Mail to the following:

As to the CITY:  
City Manager  
City of Palatka  
201 N. 2<sup>nd</sup> St.  
Palatka, FL 32177  
386-329-0100

As to BECKER:  
Yolanda Cash Jackson  
Becker & Poliakoff, P.A.  
1 East Broward Blvd.  
Fort Lauderdale, FL 33301  
954-987-7550

### **BINDING EFFECT**

All of the terms and provisions of the Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

### **CONSTRUCTION**

This Agreement and terms thereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Putnam County, Florida.

### **SEVERABILITY**

Should any phrase, word or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration or illegality and/or invalidity shall not affect the remainder hereof.

### **SCRUTINIZED COMPANIES**

In executing this Agreement, BECKER certifies that it is not listed on the Scrutinized Companies that Boycott Israel List nor is BECKER engaged in a boycott of Israel (as defined in 215.4725, F.S.). BECKER 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.

### **HUMAN TRAFFICKING**

Upon execution of this Contract, BECKER 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.

### **ENTIRE AGREEMENT: MODIFICATION**

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

**IN WITNESS THEROF**, the parties hereto have hereunto set their hand and seals the day and year first above written.

**CITY OF PALATKA**

**BECKER & POLIAKOFF**

---

Roberta M. Correa  
Mayor

---

Yolanda Cash Jackson  
Shareholder

### **ATTEST**

---

Sunni Krantz, CMC  
City Clerk

**ADOPT RESOLUTION 2024-R-237 authorizing the purchase of two vehicles for Public Works from Beck Auto Sales (total cost: \$128,678.91, budgeted in the FY 2024-25 budget)**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

Public Works is asking for the Commission to authorize the purchase of an F150 pickup truck from Beck Auto Sales at a cost of \$44,999.56 for the Department's Utility division, and one F350 Reg Cab for \$83,679.35 for the Fleet Services division. Both trucks are approved in the budget for 2024-2025.

### **BACKGROUND**

We need to replace unit #18 due to Transmission problems it has 277K + Miles, and is a 2005 F-150.

### **PROJECT ANALYSIS**

This is budgeted:

FACILITY MAINTENANCE - VEHICLE REPLACEMENT budget \$45,000 in general ledger line 001-23-519-6-6400 CAPITAL OUTLAY

Service truck for Fleet maintenance (F-350) SANITATION VEHICLE PURCHASE \$85,000 is budgetted in general ledger line 043-10-534-6-6401

Vehicles to be purchased under Tallahassee Agreement No. 5180: New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks.

### **Staff Recommendation**

To approve the resolution.

### **ATTACHMENTS**

|    |                                                            |
|----|------------------------------------------------------------|
| 1. | 2023-R-53 AUTHORIZING THE PURCHASE OF TWO Trucks..docx New |
| 2. | Tallahassee original agreement to Piggyback on             |

**RESOLUTION NO. 2024-R-237**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AUTHORIZING THE PURCHASE OF TRUCKS FROM  
BECK AUTO SALES, INC. FOR THE PALATKA PUBLIC  
WORKS UTILITY AND FOR FLEET SERVICES  
DIVISIONS; AND PROVIDING FOR SCRIVENER'S  
ERRORS**

**WHEREAS**, the City of Palatka received a quote for one (1) F150 4x4 for a sum of \$44,999.56 from Beck Auto Sales, Inc.; and

**WHEREAS**, the City of Palatka received a quote for one (1) F350 4x2 for a sum of \$83,679.35 from Beck Auto Sales, Inc.; and

**WHEREAS**, the pricing for these vehicles has been derived from Tallahassee Agreement No. 5180: New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks; and

**WHEREAS**, the required funding for the purchase of the previously listed vehicles was previously approved and budgeted for in the FY25 budget line for Capital Outlay under the Public Works Facilities Maintenance; and under vehicle Purchase under sanitation.

**WHEREAS**, the Palatka City Commission deems it appropriate to proceed with the purchase of one (1) F150 pickup trucks through Beck Auto Sales, INC. for an amount not to exceed \$44,999.56 and one (1) F-350 pick-up truck not to exceed \$83,679.35 under Tallahassee Agreement No. 5180: New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks.

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

1. The City Manager is hereby authorized to execute all documents to secure the purchase of the vehicles referenced above, in an amount \$128,678.91 with Beck Auto Sales, Inc. more particularly:

a. \$44,999.56 from the Utilities Division will be used to fund the purchase of one (1) F150 Truck.

b. \$83,679.35 from the Sanitation Division will be used to fund the purchase of one (1) F350 Truck.

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 14<sup>th</sup> day of November, 2024.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**AGREEMENT FOR NEW MUNICIPAL VEHICLES, CARS,  
VANS, SPORT UTILITY VEHICLES, AND LIGHT TRUCKS**  
**Agreement No. 5180**

This Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks (the "Agreement") is entered into and effective this 01 day of 01 2022, (the "Effective Date") by and between the **City of Tallahassee**, a Florida municipal corporation (the "City"), whose principal place of business is 300 South Adams Street, Tallahassee, FL 32301, and **Beck Auto Sales, Inc.** (the "Vendor"), whose principal place of business is 256 Hwy 17 North, Palatka, Florida 32177. The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

**1. DEFINITIONS.** Certain capitalized terms in the Agreement have the meanings set forth below. Other terms used in this Agreement, but not defined in this Section, are defined elsewhere within the Agreement.

A. *"Vehicles and Services"* means the complete product line of new municipal vehicles, cars, vans, sport utility vehicles, light trucks with related equipment, parts, service, training, and supplies as sought in City Solicitation RFP No. 096-21-KM and more fully described in its Section 3, Scope of Work/Specifications.

B. *"Purchase Order"* means the purchase order commitment for Vehicles and Services made by the City through a Purchase Order and subject to the terms of this Agreement. It is anticipated that this Agreement will be executed prior to the issuance of any Purchase Order or associated quote and build sheets.

C. *"Agreement Documents"* are the City Solicitation RFP No.096-21-KM, its associated Scope of Work/Specifications and any associated addenda; the Vendor's Solicitation Response dated September 22, 2021, including any associated addenda and pricing sheets; and the Purchase Orders arising from this Agreement, including any associated quote and build sheets. These documents are incorporated by reference and made a part of this Agreement and given the same force and effect as if they were incorporated in full text.



## 2. ORDERS.

A. City Solicitation RFP No. 096-21-KM sought multiple vendors for Vehicles and Services. Although the City plans to order needed Vehicles and Services under this Agreement, the City makes no commitment to order any minimum or maximum quantities from any Vendor or to place orders at all. This Agreement is non-inclusive. The City reserves the right to order or purchase from other vendors, manufacturers, dealers, and other local, state, or national government agencies and/or associations when deemed in the best interest of the City. Orders under this Agreement will be initiated, at the sole discretion of the City, by submitting a request for quote and build sheet (if applicable) to the Vendor.

B. Upon receipt of the completed quote and build sheet, the City and the Vendor agree to discuss production schedules, product availability, and due dates prior to ordering Vehicles and Services through a City Purchase Order. The Vendor's quote **MUST** be dated and reference the Agreement Number.

C. Any future Vehicles or Services not currently available or offered can be added as they become available.

## 3. PURCHASES MADE BY OTHER PUBLIC AGENCIES.

A. With the consent and agreement of the Vendor and the City, purchases may be made by other local, state, or national governmental agencies, political subdivisions, or other public entities under this Agreement. Purchaser(s) **MUST** contact the City's procurement office to request utilization prior to purchasing under this Agreement. Such purchases shall be governed by the same terms and conditions stated herein.

(1) The City charges an administrative fee of \$100.00 per vehicle sold. The Vendor shall be responsible for the reporting, collection, and remittance of the administrative fee(s) paid by other local, state, or national governmental agencies, political subdivisions, or other public entities to the City. Should any such purchases by other local, state, or national governmental agencies or political subdivisions be made, the Vendor shall submit a report of such purchase(s) within thirty (30) calendar days of receiving payment via email to [kathy.crum@talgov.com](mailto:kathy.crum@talgov.com). The subject line of the email should **reference Reporting Administrative Fee - Agreement No. 5180** with a copy of the purchase order attached to the email.

(2) The Vendor shall remit all administrative fees no later than ten (10) calendar days after the end of each fiscal quarter to the following address:

Fleet Management Admin  
Attn: Kathy Crum  
400 Dupree Street  
Tallahassee, Florida 32304

Payments should be made by check with **Payment Administrative Fee – Agreement No. 5180 referenced** on the check.

For questions, please contact:

Kathy Crum - Fleet Management Contract Manager  
(850) 891-5229

B. This Agreement in no way restricts or interferes with the right of any local, state, or national government agency or political subdivision or other public entity to respond to any or all of these terms independently if required by law or to supplement the Agreement if a specific term is not addressed herein.

#### **4. PRICES AND PAYMENT.**

A. Prices. The City agrees to pay the Vendor for Vehicles and Services ordered under this Agreement as set forth in the Vendor's price lists submitted as part of its Solicitation Response. The Vendor's pricing shall be updated accordingly based on pricing for the current year. Any and all future pricing **MUST** be approved by the Fleet Management Director.

B. Payment. All fees are due and payable in U.S. dollars. Payment for orders for Vehicles and Services will be made in accordance with the Local Government Prompt Payment Act (Section 218.70, et. seq., Florida Statutes), unless the Parties make other arrangements as documented either by addendum to this Agreement or through a Purchase Order. Under the terms of the Prompt Payment Act, the payment due date for a local government entity for the purchase of goods or services is 45 days after the date on which a proper invoice is received by the City or, if no proper invoice is received, the due date is calculated based on other trigger dates identified in Section 218.73, Florida Statutes. No C.O.D shipments will be accepted. If the City fails to make payment within the statutory time frame, the unpaid amount shall bear interest from thirty (30) days after the due date at the rate of 1% per month on the

unpaid balance.

(1) Disputes. In the event a dispute occurs between the Vendor and the City, the Parties shall attempt to settle the dispute informally and in good faith prior to instituting formal legal action. If the dispute is resolved in favor of the Vendor, interest shall begin to accrue as of the original date the payment became due.

(2) Proper Invoice. Invoices may be submitted via E-mail to:

[invoices@talgov.com](mailto:invoices@talgov.com) with a copy to [fleetadmin@talgov.com](mailto:fleetadmin@talgov.com) or by mail to:

City of Tallahassee - Accounts Payable – City Hall

300 S. Adams Street, Box A-28

Tallahassee, Florida 32301-1731

with a copy of the original invoice identified as a “copy” submitted to:

City of Tallahassee - Fleet Management Administration

400 Dupree Street

Tallahassee, Florida 32304

Any invoice or payment request which is received by the City must conform to the following requirements and contain the information listed below:

- a. The invoice must be in compliance with the terms of this Agreement;
- b. The invoice must be an original invoice;
- c. The invoice must not be under dispute;
- d. The invoice must include the authorizing City Purchase Order and/or Agreement number;
- e. The invoice must be dated;
- f. The invoice must include the number of the invoice to facilitate identification;
- g. The invoice must include the name and address of the Vendor; and provide the remittance address for payment, if different;
- h. The invoice must include the Purchase Order or Schedule line item number, including a description, quantity, unit of measure, unit price, and extended price of the item;
- i. The invoice must include the terms of any prompt payment discount offered; and
- j. The invoice must include Vendor' Federal Identification Number (if applicable).

C. Payment Methods. The City may pay invoices via wire transfer, check, or ACH transfer. Subscription Services may also be paid by credit card.

D. Taxes. Amounts quoted by the Vendor do not include any applicable taxes or similar fees now in force or enacted in the future resulting from any transaction under the Agreement unless otherwise expressly stated. The Vendor understands that the City is entitled to an exemption from any applicable taxes and shall provide the Vendor with a valid exemption certificate upon request.

## **5. DELIVERY, INSPECTION, AND ACCEPTANCE.**

A. Delivery does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect all Vehicles or Services to determine whether such Vehicles or Services meet all specifications and requirements set forth in the Agreement Documents. The City agrees to notify the Vendor within three (3) days of delivery or completion of Services if the Vehicles or Services do not meet all specifications and requirements for acceptance.

B. The Vendor shall deliver the Vehicles or Services in accordance with the terms and time frame listed on the quote. Should there be an issue with delivering the Vehicles or Services in the time frame listed on the quote, the Vendor and City agree to discuss, and confirm in writing, a mutually acceptable time frame. In the event delivery of the Vehicles or Services is delayed past the agreed upon time frame, the Vendor agrees the City has the right to cancel the order and obtain the Vehicles or Services elsewhere without penalty to the City.

C. The Vendor shall deliver all Vehicles or Services FOB to:

City of Tallahassee- Fleet Management  
400 Dupree Street  
Tallahassee, Florida 32304

Equipment shall be delivered with the following documents completed or included:

- a. Any and all applicable documentation required by the Florida Department of Highway Safety and Motor Vehicles;
- b. Temporary registration and tag (when applicable);
- c. All manuals (electronic & paper Copy);
- d. All warranty certifications;
- e. Original Invoice;
- f. A copy of pre-delivery service report;

- g. A copy of applicable equipment specifications; and
- h. A copy of build sheet or documentation that verifies what components are included on the equipment being delivered.

## **6. WARRANTY.**

A. The warranty becomes effective when the Vehicles or Services are put into use by the City or at a maximum of thirty (30) days after delivery, whichever occurs first.

## **7. TERM.**

A. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the "Initial Term").

B. Extension Term. Upon written, mutual agreement by the Vendor and the City, this Agreement may be extended at the conclusion of the Initial Term for an additional two (2) years (the "Extension"). The Vendor and the City must agree to extend the Agreement no later than thirty (30) days prior to the expiration of the Initial Term of the Agreement.

## **8. TERMINATION.**

A. Termination for Cause. If the Vendor fails to fulfill any of its obligations under this Agreement and does not cure such default within thirty (30) days after receipt of written notice from the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under this Agreement or to terminate this Agreement, in whole or in part, wholly at the City's discretion.

B. Termination for Convenience. Additionally, the City shall have the right to terminate this Agreement for convenience, in whole or in part, upon 90-day notice, without the Vendor being in default thereunder. In the event of termination for convenience, the City shall pay the Vendor (i) the full amount due for services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties.

C. Termination Process. Termination shall be effected by (i) delivery of written notice to the Vendor from the City specifying whether termination is for default or convenience, (ii) providing detail as to the extent to which services under this Agreement are to be terminated, and (iii) specifying the date

upon which such termination becomes effective. After receipt of the written termination notice, and except as otherwise directed in writing by the City, the Vendor shall promptly stop work under this Agreement on the date and to the extent specified in the termination notice, terminate all subcontracts that relate to the performance of the services terminated by the termination notice, and complete performance of any services which have not been terminated. In the event the Agreement is canceled for default under the Agreement, the City may withhold funds owed to the Vendor in an amount sufficient to compensate for damages suffered from the default resulting in termination of the Agreement.

#### **9. FINANCIAL CONSEQUENCES OF NON-PERFORMANCE.**

A. The City may apply financial consequences if the Vendor fails to perform in accordance with the terms of the Agreement. If the Vendor fails to remedy performance deficiencies within thirty (30) days of being provided notice of such deficiency by the City, the Vendor may be assessed a non-performance retainage equivalent to 10% or \$1,000.00, whichever is less, of the total invoice amount for the task or project. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may invoice the City for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the retained funds will be forfeited.

B. The Vendor shall not be charged retained funds when the non-performance is a result of delay in delivery or performance arising out causes beyond the control and without fault or negligence of the Vendor due to manufacturer delays. To substantiate a delay in manufacturer product delivery, the Vendor is required to submit written proof of delay to the City in the form of a letter or email sent from the manufacturer to the Vendor. The City agrees that no retained funds will be withheld from the Vendor after written proof of the manufacturer's product delivery delay is provided to the City and, if necessary, regularly updated if the delay continues past any date which may be included in the written communication from the manufacturer.

#### **10. LIQUIDATED DAMAGES.**

A. If the Vendor fails to provide the Vehicles or Services within the time specified in this Agreement, any applicable Purchase Order, or any negotiated extension, the Vendor shall pay the minimum sum of \$100.00 for each calendar day of delay, not to exceed \$1,500.00 per month, to the City

as fixed and liquidated damages. In the event the City is penalized monetarily by federal, state, or local entities as a result of the Vendor delay, error, and/or poor performance issues, the Vendor may be required to reimburse the City the full amount of the assessed penalty.

B. Alternatively, if delivery or performance is delayed, the City may terminate this Agreement in whole or in part, under the Termination provision in this Agreement. In the event of termination for delivery or performance delay, the Vendor may be liable for (i) reimbursement to the City for costs spent to procure the Vehicles or Services from another vendor or (ii) for payment of liquidated damages as provided in above until such time as the City may reasonably obtain delivery or performance of similar Vehicles or Services.

C. The Vendor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Vendor caused by delay in manufacturer product delivery.

**11. INDEMNIFICATION.** The Vendor shall hold harmless and indemnify the City and its officials, officers, and employees from all claims, damages, losses, expenses, suits or actions against all third-party claims, losses, expenses, suits, or actions against the City, including, without limitation, costs of defending the action and attorney's fees, to the extent the claims arise out of or result from the performance and furnishing of the work, services, materials, goods, or equipment under the Agreement (including, but not limited to, claims regarding defects in materials, goods, equipment, and patent infringement) and such claim is caused in whole, or in part, by any breach of contract, act, or omission of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable. In any and all claims against the City, or any of its agents or employees by any employee of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or its subcontractors under any Workers' Compensation Act, Disability Act, or other Employee Benefit Act.

**12. AVAILABILITY OF FUNDS.** City funds may not be available for performance under this Agreement beyond September 30 of each year of this Agreement. The City's obligation for performance



of this Agreement beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Agreement beyond the referenced date until funds are made available.

**13. NOTIFICATION OF INSOLVENCY.** In the event the Vendor enters into a proceeding relating to bankruptcy or an assignment for the benefit of creditors, whether voluntary or involuntary, the Vendor agrees to furnish, by certified mail or other method authorized by the Agreement, written notification of the proceeding to the City. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing or transfer of legal and equitable title of assets to a third party under an assignment for the benefit of creditors. This notification shall include the date on which the bankruptcy petition was filed or the transfer consummated, the identity of the court in which the bankruptcy petition was filed or the name of the entity holding Vendor's assets, and a listing of City contract or purchase order numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment of net receipts under this Agreement has been made to the Vendor.

**14. CHOICE OF LAW AND VENUE.** All questions concerning the construction, validity, and interpretation of this Agreement shall be governed by the law of the State of Florida. Any dispute arising out of, concerning, or relating to this Agreement between the Parties shall be resolved exclusively in a federal or state court of competent jurisdiction located in Tallahassee, Leon County, Florida. To the extent necessary, the Parties hereby submit to, and agree not to contest, the jurisdiction of such courts. The Parties also agree to waive any right to trial by jury in any dispute or litigation arising from, concerning, or relating to this Agreement.

**15. REMEDIES.** No remedy herein conferred upon any Party is intended to be exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**16. NO WAIVER; SEVERABILITY; SECTION HEADINGS.** No failure of either Party to exercise or enforce any of its rights under this Agreement shall act as a waiver of such rights. If any provision of this Agreement is determined in any proceeding binding upon the Parties to be invalid or unenforceable, that provision will be deemed severed from the remainder of the Agreement and the remaining provisions shall continue in full force and effect; provided however, that if a court by limiting such provision determines that the provision would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited so long as the result is consistent with the Parties' expressed intentions herein. The section headings in this Agreement are solely for the convenience of the Parties and have no legal or contractual effect. This Agreement is entered into by sophisticated entities with access to counsel and shall not be construed against either Party as the "drafting" party.

**17. RELATIONSHIP BETWEEN THE PARTIES.** The Vendor and the City acknowledge and agree that this Agreement is not and shall not be construed as an agreement of joint venture, partnership, agency, franchise, or employment between the Parties or their respective employees. For all purposes under this Agreement, each Party shall be and act as an independent contractor to the other and shall not be authorized to, and shall not, bind or attempt to bind the other to any contract or agreement.

**18. NOTICES.** All notices required to be given under this Agreement shall be given in writing and sent to the following:

For the City:

Attn: Fleet Management Director  
400 Dupree Street  
Tallahassee, FL 32304  
with a copy via email to:  
[Jeffery.Shepard@talgov.com](mailto:Jeffery.Shepard@talgov.com)

For the Vendor:

Attn: Brandy Sloan  
256 Hwy 17 North  
Palatka, FL 32177  
with a copy via email to:  
[branysloan@checkbeck.com](mailto:branysloan@checkbeck.com)

All notices shall be given by certified or registered mail, overnight carrier, or personal delivery. Such notices shall be deemed given on the date of receipt of delivery of (or refusal to accept) said notice. Notwithstanding the foregoing, any day-to-day operational correspondence may be made by phone, email, or other mutually agreeable mechanism.

**19. ASSIGNMENT.** Neither Party may sell, assign, or transfer this Agreement without the prior written consent of the other Party; provided, however, that either Party may (with notice but without the prior consent of the other Party) assign this Agreement by operation of law, pursuant to a merger or acquisition of all or substantially all of its stock or assets, or to its affiliate. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Vendor shall notify the City, in writing, thirty (30) calendar days prior to any assignment or transfer as allowed by this paragraph.

**20. PUBLIC RECORDS.** The Parties acknowledge that the City is a governmental entity and is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. The Parties further acknowledge that some, or all, of the information, materials, documents provided to the City by the Vendor may be public records and, as such, may be subject to disclosure to, and copying by, the public unless otherwise exempted by statute. This provision shall constitute the City's sole obligation relating to maintaining confidentiality of any information or proprietary material of any kind submitted by the Vendor.

The Vendor also recognizes that by doing business with the City, its records relating to the Agreement may also be subject to the Public Records Act. **If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this Agreement, the Vendor may contact the City's Custodian of Public Records at:**

City Treasurer-Clerk  
(850) 891-8130  
[records@talgov.com](mailto:records@talgov.com)

Mailing Address:  
City Hall  
300 S. Adams Street  
c/o Records Division, Box A-31  
Tallahassee, Florida 32301

**21. SUBCONTRACTORS.** Subcontractors are not allowed under this Agreement.

**22. FORCE MAJEURE.** Neither Party shall be liable for non-performance or delay, other than the payment of fees due hereunder, due in whole or in part to any Force Majeure Event. Force Majeure Event shall be defined as occurrence of an event which is outside the reasonable control of a party and

which prevents that party from performing its obligations under a contract. In the event a Party is hindered or prevented from performing hereunder due to a Force Majeure Event, such Party shall notify the other Party of the Force Majeure Event and the extent of its suspension as soon as reasonably practicable. Failure to give notice as timely as practicable under the circumstances shall result in the forfeiture of a Party's right to suspend its obligations hereunder. If a Force Majeure Event prevents, hinders, or delays performance of a Party's obligations hereunder for more than thirty (30) days, the Party not prevented from performing may, at its sole option, terminate this Agreement upon notice to the other Party.

**23. INSURANCE COVERAGE.** Prior to commencing work, the Vendor shall procure and maintain, at the Vendor's own cost and expense, throughout the Term of the Agreement, the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Vendor, its agents, representatives, employees or subcontractors.

A. Commercial General/Umbrella Liability Insurance. \$1,000,000 limit per occurrence for property damage and bodily injury. The Vendor should indicate whether the coverage is provided on a claims-made or, preferably, on an occurrence basis. The insurance shall include coverage for the following:

- \* Premise/Operations;
- \* Explosion Collapse and Underground Property Damage Hazard (only where applicable to the project);
- \* Products/Completed Operations;
- \* Contractual;
- \* Independent Contractors;
- \* Broad Form Property Damage; and
- \* Personal Injury.

B. Business Automobile/Umbrella Liability Insurance. \$1,000,000 limit per accident for property damage and personal injury, including coverage for:

- \* Owned/Leased Autos;
- \* Non-owned Autos; and
- \* Hired Autos.

C. Workers' Compensation and Employers'/Umbrella Liability Insurance. Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether the Vendor is otherwise required by law to provide such coverage.

D. Professional Liability Insurance. \$1,000,000 or as per project (ultimate loss value per occurrence).

E. Commercial General Liability and Automobile Liability Coverage.

- \* The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers (together, "City Insureds") are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased, or used by the Vendor; or premises on which the Vendor is performing services on behalf of the City. The coverage shall not contain special limitations on the scope of protection afforded the City Insureds.
- \* The Vendor's insurance coverage shall be primary insurance for the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of the Vendor's insurance and shall not contribute to it.
- \* Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.
- \* Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

F. Worker's Compensation and Employers' Liability and Property Coverage. The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of the Vendor in the performance of services under this Agreement.

G. Garage Liability Coverage. A minimum of \$1,000,000.00 limit per occurrence.

H. Garage Keepers Coverage. A minimum of \$500,000 per accident.

I. All Coverage.

- \* Each insurance policy shall name the City as an additional insured.
- \* Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Contract Administrator.
- \* If the Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of the Agreement. The City, at its sole option, may terminate this Agreement and obtain damages from the Vendor resulting from said breach.
- \* Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so) and, without further notice to the Vendor, the City may deduct any premium costs advanced by the City for such insurance from sums due to the Vendor.

J. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City Insureds; or the Vendor shall procure a bond guaranteeing payment of losses, related investigation, claim administration, and defense expenses.

K. Acceptability of Insurers. Insurance is to be placed with Florida insurers rated B+X or better by A.M. Best's rating service.

L. Verification of Coverage. The Vendor shall furnish the City with certificates of insurance and with original endorsements providing evidence of required coverage. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on the Vendor's behalf. The certificates and endorsements must be received and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.

**24. SOVEREIGN IMMUNITY.** Nothing contained herein shall constitute a waiver by the City of any applicable sovereign immunity as described under the provisions of Section 768.28, Florida Statutes.

**25. COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures of the Parties, whether digital or encrypted, have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original textual, graphic and pictorial appearance of a document, have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**26. ORDER OF PRECEDENCE.** In the event of any inconsistency between any provisions of this Agreement and the Agreement Documents, and unless specifically stated otherwise, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement, and any written attachments and future written Amendments or Purchase Orders.
- B. Purchase Orders arising from this Agreement, including any associated quote and build sheets.
- C. City Solicitation RFP No.069-21-KM, including all addenda.
- D. Vendor's Response to the City's Solicitation.

**27. E-VERIFY.** The Contractor, and its subcontractors, must register with and utilize, the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees, pursuant to Section 448.095, Florida Statutes. Registration must take place prior to execution of this contract. If the Contractor enters into any agreement with a subcontractor for performance of services under this contract, the subcontractor must provide an affidavit to the Contractor which states that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens. The Contractor is required to maintain a copy of such affidavit throughout the term of this contract. The Contractor agrees to adhere to the requirements of Section 448.095, Florida Statutes, and understands that failure to comply with the statute will result in termination of this contract. If such



termination occurs, the Contractor will not be awarded another City contract for at least one (1) year from the termination date and will be liable for any additional costs incurred by the City as a result of the termination.

**28. ENTIRE AGREEMENT.** This Agreement, including its attachments and associated documents, constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes in their entirety all written or oral agreements previously existing between the Parties with respect to such subject matter. No supplement, modification, addendum, or amendment of this Agreement shall be binding unless executed in writing by both Parties. In the event of any conflict between any terms of this Agreement and any terms of any attachment, the terms of this Agreement shall supersede, govern, and control to the extent of the inconsistency.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

**CITY OF TALLAHASSEE**

By:   
Raoul Lavin (Jan 7, 2022 07:46 EST)  
Reese Goad, City Manager

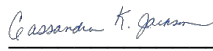
Approved by the Department

By:   
Jeff Shepard, Fleet Management Director

Attest:

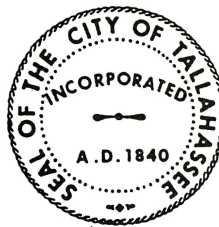
By:   
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By:   
Cassandra K. Jackson, City Attorney

**BECK AUTO SALES, INC.**

By:   
Preston B Sloan (Jan 6, 2022 19:07 EST)  
Print Name: Preston B Sloan  
Title: President





## **Legal Routing Memo**

Date: 1/6/2022

To: City Attorney's Office

From: Administration & Professional

Subject: Legal Review of

☒ CONTRACT NO. 5180

☐ AMENDMENT NO.

☐ MEMORANDUM OF UNDERSTANDING OR AGREEMENT

☐ OTHER

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This document relates to Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks.

Document has been reviewed and considered ready for execution by either or both:

Procurement Signature:

Department Signature: *Kathy Crum, Contract Manager – Fleet Management*

### **TO BE COMPLETED BY LEGAL**

Legal review completed on: 1/6/2022

Legal review performed by: Kellie Scott

Approved for execution: ☒ yes ☐ no

**ADOPT RESOLUTION 2024-R-229 rejecting all bids for Invitation to Bid (ITB) 2024-08 Palatka City Hall Renovation project**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

The City Commission is requested to consider and adopt **Resolution No. R-229**, which rejects all bids received for the **City Hall Renovation Project** (ITB-2024-08), based on the fact that the majority of the work has already been completed by City staff. The resolution also authorizes the City Manager or designee to proceed with completing the project using in-house resources and City personnel.

### **BACKGROUND**

The City went out to bid for the City Hall Renovation Project. However, in order to save the City funding, a large part of the work has been done in house by employees.

### **PROJECT ANALYSIS**

The City's Public Works Department has already done significant work related to the renovation, including interior painting, installation of new doors, installation of cubicles and others. As a result, proceeding with the external bids would lead to duplication of effort and incur unnecessary costs for the City.

### **Staff Recommendation**

It is recommended that the City Commission approve **Resolution No. R-229**, which rejects all bids for the City Hall Renovation Project (ITB-2024-08), and authorizes the City Manager or designee to proceed with completing the project using in-house resources and City personnel.

### **ATTACHMENTS**

|    |                                             |
|----|---------------------------------------------|
| 1. | RESOLUTION NO. 2024-R-229                   |
| 2. | Bid Tab                                     |
| 3. | Palatka City Hall Renonations Bid Documents |

**RESOLUTION NO. 2024-R-229**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, REJECTING ALL BIDS FOR INVITATION TO BID 2024-08 CITY HALL RENOVATION PROJECT; AND PROVIDING FOR SCRIVENER'S ERRORS**

**WHEREAS**, the City of Palatka issued Invitation to Bid (ITB) 2024-08 for the City Hall Renovation Project; and

**WHEREAS**, the City received bids for the City Hall Renovation Project, and upon review, it was determined that the majority of the items outlined in the Scope of Work (SOW) have already been completed by the City's Public Works personnel; and

**WHEREAS**, after thorough discussion with the City Manager and the evaluation of the existing completed work, it was concluded that continuing with the bids would not be in the best interest of the City, as this would result in unnecessary expenses; and

**WHEREAS**, in accordance with the procurement process, the City Commission has the authority to reject all bids and proceed with the project in a manner that will best serve the City's needs and fiscal responsibilities.

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

**SECTION 1. REJECTION OF BIDS.** The City Commission hereby rejects all bids received for the City Hall Renovation Project (ITB-2024-08), based on the determination that the majority of the work has already been completed by City staff, and continuing with the bids would not be cost-effective for the City.

**SECTION 2. AUTHORIZATION TO PROCEED.** The City Manager or designee is hereby authorized to take further necessary actions to complete the City Hall Renovation Project, including using in-house resources and City personnel to complete the remaining work outlined in the Scope of Work, and to ensure the project is completed in a timely and cost-efficient manner.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage.

**SECTION 4. SCRIVENER'S ERRORS.** The City Manager or designee, without public hearing, is authorized to correct any typographical or 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 14th day of November, 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) NO. 2024-08 Palatka City Hall Renovation

Dept. General Services

Date: 6/24/2024

Read by: Jayde Baggs

Recorded by: Jackie Pappas

| Bidder name/Address                               | Bid Amount   | Addendum 1 | 1 original<br>&<br>1 digital<br>copy |
|---------------------------------------------------|--------------|------------|--------------------------------------|
| MIE, Inc.                                         | \$171,435.69 | Yes        | Yes                                  |
| 849 Sunshine Lane,<br>Altamonte Springs, FL 32714 |              |            |                                      |
|                                                   |              |            |                                      |
| CC Borden Construction                            | \$168,929.00 | Yes        | No digital                           |
| 1019 Rosselle St                                  |              |            |                                      |
| Jacksonville, FL 32204                            |              |            |                                      |

Witness Signature:

A handwritten signature in black ink, appearing to read "J. Pappas", written over a horizontal line.

Witness Printed Name: Jackie Pappas

Witness Signature:

A handwritten signature in black ink, appearing to read "Jayde Baggs", written over a horizontal line.

Witness Printed Name: Jayde Baggs

Witness Signature:

A handwritten signature in black ink, appearing to read "Kierra Kaymore", written over a horizontal line.

Witness Printed Name: Kierra Kaymore



## CONTRACT DOCUMENT GUIDE

### **Palatka City Hall Renovation**

Located at 201 N. 2<sup>nd</sup> Street, City of Palatka (Putnam County), Florida

May 20, 2024

Architect of Record: Passero Associates, LLC  
4730 Casa Cola Way, Suite 200  
St. Augustine, FL 32095  
(904) 224-7088

Justin M. Vollenweider, AIA NCARB CSI - CDT  
[jvollenweider@passero.com](mailto:jvollenweider@passero.com)

**PASSERO**  
engineering architecture

Passero Associates Project No. 20213160.0009



Invitation to Bid (ITB) 2024-08

## Palatka City Hall Renovation

The City of Palatka is seeking bids for Palatka City Hall Renovation in Palatka, FL. All parties interested in submitting a bid to perform the contracted work must register their name, email address, mailing address, and telephone number with Passero Associates by emailing [awitt@passero.com](mailto:awitt@passero.com) to receive any future changes, additions, addendums or notices concerning this ITB.

**Advertisement Date:** Monday May 20, 2024

Pre-bid conference: Thursday, May 30, 2024 @ 11AM  
201 North Second St.  
Palatka, FL 32177

**Bid Deadline:** **Wednesday, June 19, 2024 @ 3PM**

**Contact:** Justin M. Vollenweider, AIA NCARB CSI - CDT  
Passero Associates  
4730 Casa Cola Way, Suite 200  
[JVollenweider@passero.com](mailto:JVollenweider@passero.com)  
(904) 224-7088

Any qualified individual or firm desiring to perform the described services shall submit one (1) original and one (1) digital copy on a flash drive in a sealed envelope marked with the following statement using red ink: “**RESPONSE TO INVITATION TO BID 2024-08 FOR PALATKA CITY HALL RENOVATION**”. Late submittals will be returned unopened. Submittals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. The City of Palatka reserves the right to reject any and all submittals, to waive any informalities or irregularities in the ITB process and to award the contract(s) in the best interest of the City.

Bidding documents (Information for Bidders, Project Manual and Drawings) may be examined at City of Palatka’s City Hall building, located at 201 N. 2<sup>nd</sup> Street, Palatka FL 32177.

A complete Bid Document set, including project drawings and technical specifications, will be available on **Monday May 20, 2024** and may be obtained from **Passero Associates, LLC** at [www.passero.com](http://www.passero.com) under the ‘**BID**’ tab. The Complete Bid Document will also be available from the following sources:



*Plan Room of Construction Bulletin/Construction Journal, Jacksonville, FL; Mid-State Builders Exchange, Ocala, FL; The Blue Book Building and Construction Network; Dodge Data & Analytics, Jacksonville, FL; Builders Exchange Plan Rooms, Daytona & Tampa, FL; ConstructConnect - Pelham, AL, Norcross, GA, and all of FL.*

Bids shall be completed on the enclosed Bid Forms; as set forth in the Invitation to Bid and otherwise be in compliance with the Bidding Documents. Each bid must be submitted on the prescribed form and certified by the Bidder. Bidders shall provide three (3) references. Sealed bids will be received by Ms. Sunni Krantz, City Clerk, City of Palatka, 201 North 2nd Street, Palatka, Florida 32177 until 3:00PM local time on **Wednesday, June 19, 2024**. Any bids received after the specified time and date will not be considered. The sealed bids received will be publicly opened and read aloud at the City of Palatka's City Hall building as soon as possible after the submission deadline.

Bid Submission Mailing Address:

Sunni Krantz, City Clerk  
City of Palatka  
201 N 2<sup>nd</sup> Street  
Palatka, Florida, 32177

The City of Palatka reserves the right to waive any informalities or to reject any or all bids. The City of Palatka is an Equal Opportunity Employer. Each Bidder must make a monetary deposit with their security in the amount, form and subject to the conditions provided in the Information for Bidders. Sureties used for obtaining bonds must appear as acceptable according to the Department of Treasury Circular 570.

The Bidder shall be properly licensed and fully insured; upon award of bid, present to the City of Palatka paperwork indicating such. The contractor shall begin mobilization and procurement of materials within ten (10) working days of the receipt of the "Notice to Proceed".

For further information or clarification, contact the Project Architect: Justin Vollenweider, Passero Associates, by email at [JVollenweider@passero.com](mailto:JVollenweider@passero.com). Prospective bidders who wish to be notified of any amendments/addenda must register their name and contact information with Passero Associates.

## **INFORMATION FOR BIDDERS**

### **1. Receipt and Opening of Bids**

The City of Palatka (herein called the "City"), invites bids on the form attached hereto, all blanks of which must be appropriately completed. Bids will be received by the City Clerk at City Hall until 3:00 p.m. (local time), **Wednesday, June 19, 2024**, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to City of Palatka, 201 North 2<sup>nd</sup> Street, Palatka, Florida 32177 designated as **RESPONSE TO INVITATION TO BID 2024-08 Palatka City Hall Renovation**

The City may consider informal any bid not prepared and submitted in accordance with the provisions thereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

### **2. Preparation of Bid**

Each bid must be submitted on the prescribed form and accompanied by a Certification of Bidder Regarding Equal Employment Opportunity and Form 950.1; Certification by Bidder (Contractor) concerning Labor Standards and Prevailing Wage Requirements, Form 1421, and Certification of Bidder regarding Section 3 and Segregated Facilities. All blank spaces for bid prices must be completed in ink or typewritten, in both words and figures, and the foregoing.

Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

### **3. Subcontracts**

The prime contractor must perform 30% of the scope of work. The bidder is specifically advised that any person, or other party to whom it is proposed to award a subcontract under this contract:

- a. Must be acceptable to the owner.
- b. Must submit a Certification by Proposed Subcontractor regarding Equal Employment Opportunity and Form 950.2; a Certification by Proposed Subcontractor concerning Labor Standards and Prevailing Wage Requirements, Form 1421A; and a Certification of Proposed Subcontractor regarding Section 3

and Segregated Facilities. Approval of the Proposed Subcontract award cannot be given by the City unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

4. Telegraphic Modifications

Any bidder may modify his/her bid by tele-graphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the City prior to the closing time, and provided further, the City is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. If written confirmation is not received within two calendar days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The City may elect to award the project in phases. In the event that the project is awarded in phases, unit prices included in the bids shall be used to determine the actual contract amounts. The itemized unit prices shall include all labor, materials, bailing shoring, removal, disposal, overhead, profit, insurance, etc., to cover the finished work with the means and methods required. In the event that the project is awarded in phases, the City reserves the right to extend the Contract for future phases using the same unit prices for a period of one year. For those line items that are lump sum fees, or otherwise are not measurable unit prices, the values shall be negotiated prior to award with the apparent successful bidder. Should the apparent successful bidder and the City not be able to come to agreement on these values, the City shall terminate negotiations with this bidder and begin negotiations with the next eligible bidder, based on the order of preference as determined by the City after the initial bid opening and evaluation.

6. Qualifications of Bidder

The City may investigate the qualifications of the prospective bidder in order to determine the ability of the bidder to successfully perform the work. The bidder shall furnish to the City all such information and data for this purpose upon request from the City. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by a bid bond. The bid bond shall be prepared on the form titled bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the City, in the amount of 5% of the bid.

Bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids. The remaining Bid bonds will be returned promptly after the City and the accepted bidder have executed the contract, or, if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as notification of the acceptance of the bid has not taken place.

8. Standardized Changes Conditions

Differing site conditions.

- a. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- b. Upon written notification, the engineer will investigate the site & observe the conditions, upon which if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made accordingly and the contract modified in writing. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- c. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- d. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

Suspensions of work ordered by the engineer.

- a. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- b. Upon receipt of written request for adjustment, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension, and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the

engineer's determination whether or not an adjustment of the contract is warranted.

- c. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- d. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

#### Significant changes in the character of work.

- a. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- b. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
- c. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- d. The term "significant change" shall be construed to apply only to the following circumstances:
  - a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction.
  - b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

#### 9. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within 10 days after receipt of notice of the acceptance of the bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with the bid.

10. Time of Completion and Liquidated Damages

Bidder must agree to commence work on date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within **one hundred twenty (120) consecutive calendar days** thereafter.

Applicable liquidated damages are the amounts established in the following schedule:

| <b>Contract Amount</b>                  | <b>Daily Charge Per Calendar Day</b>                          |
|-----------------------------------------|---------------------------------------------------------------|
| \$50,000 and under                      | \$313                                                         |
| Over \$50,000 but less than \$250,000   | \$580                                                         |
| \$250,000 but less than \$500,000       | \$715                                                         |
| \$500,000 but less than \$2,500,000     | \$1,423                                                       |
| \$2,500,000 but less than \$5,000,000   | \$2,121                                                       |
| \$5,000,000 but less than \$10,000,00   | \$3,057                                                       |
| \$10,000,000 but less than \$15,000,00  | \$3,057                                                       |
| \$15,000,000 but less than \$20,000,000 | \$4,544                                                       |
| \$20,000,000 and over                   | \$8,537 plus 0.00024 of any amounts over \$20,000,000 million |

For all contracts, regardless of whether the contract time is stipulated in calendar days, the Engineer will count days in calendar days. If the Contractor or, in case of his default, the surety fails to complete the work with the time stipulated in the contract, or within such extra time that the Owner may have granted the Contractor or, in case of his default, the surety shall pay to the Owner, liquidated damages, the applicable amount above per calendar day in which work is not completed. The Owner has the right to apply, as payment on such liquidated damages, any money the Owner owes the Contractor. The Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

11. Preferred Payment

The City in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement.

Payment methods may include:

1. Traditional – payment by check, wire transfer or other cash equivalent.
2. Standard – payment by credit card.

The City cautions vendors to consider both methods of payment when determining pricing as no additional surcharges or fees will be considered (per Rules for VISA Merchants and MasterCard Merchant Rules). The City will entertain proposals clearly stating pricing for

standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial proposal submittal if it is clearly marked as an “Additional discount for payment via traditional methods.”

12. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

13. Addenda and Interpretations

No interpretation of the meaning of the plans, specification or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Justin Vollenweider, Project Manager at [JVollenweider@passero.com](mailto:JVollenweider@passero.com), to be given consideration and must be received by Friday, June 7, 2024 @ 4PM. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted in the “Bid” at [www.passero.com](http://www.passero.com). Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the contract documents.

14. Security for Faithful Performance

Simultaneously, with delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond and bonds shall be a duly authorized surety company satisfactory to the City.

15. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

16. Records and Reports

The Contractor shall keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:



- a. The number of minority and non-minority group members employed in each work classification on the project.
- b. The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).
- c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.
- d. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of three years following completion of the contract work and be available at reasonable times and places for inspection by authorized representatives to the Department and the Federal Highway Administration.

Upon request, submit to the Department a report of the number of minority and non-minority group employees currently engaged in each work classification required by this Contract work.

**CONTACT SHEET**

**Name:** \_\_\_\_\_

**Federal Taxpayer ID:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State, & Zip Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Submitted By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Vendor Accepts Credit Cards\*:** Yes No (Please Circle)

**Accounting Contact:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**\*See preferred method of payment under “Prompt Payment Act” section of the Information to Bidders**

## SECTION 00 41 00 - BID FORM

### THE PROJECT AND THE PARTIES

#### 1.01 TO:

- A. City of Palatka (Owner)  
201 N. 2nd St.  
Palatka, Florida 32177

#### 1.02 FOR:

- A. Palatka City Hall - Renovation  
201 N. 2nd St.  
Palatka, Florida 32177  
B. Project Number: 20213160.0009

#### 1.03 DATE: \_\_\_\_\_ (BIDDER TO ENTER DATE)

#### 1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name \_\_\_\_\_  
1. Address \_\_\_\_\_  
2. City, State, Zip \_\_\_\_\_

#### 1.05 OFFER

- A. Pursuant to, and in compliance with Invitation to Bidders and the Information to Bidders relative thereto and all of the Contract Documents, including any Addenda issued by the Architect and mailed or delivered to the undersigned prior to the opening of Bids, whether received by the undersigned or not, we,

\_\_\_\_\_ hereby propose to furnish all plant, labor, supplies, materials and equipment incidental to the **WORK** as required by and in strict accord with the applicable provisions of the Drawings and Specifications entitled Palatka City Hall - Renovation all to the satisfaction and approval of the Architect and the Owner in accordance with the terms and conditions of the Contract Documents for the following sum:

**TOTAL BID:**

\_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.

#### 1.06 BIDDERS BID SUBMISSION CHECKLIST:

- ☐ The lump sum Bid price shall include all costs for complete construction of the Project, and all other work necessary to fully and timely complete the Project in accordance with the Contract Documents, as well as all job site and home office overhead, and profit, it being understood that payment of that amount for that portion of the Project will be full, complete, and final compensation for the work required to complete that portion of the Project.
- ☐ We have included the required security Bid Bond as required by the Instruction to Bidders, in the amount of 5% of the base bid.
- ☐ We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- ☐ All applicable federal taxes are included and State of Florida taxes are included in the Bid Sum.
- ☐ Bidder Read and Understands Advertisement and Requirements.
- ☐ Site Visit Performed by Bidder.
- ☐ Bidder is licensed to do work in Florida.
- ☐ Bid forms completed and calculated correctly.

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- ☐ Bidder Read and Understands included Florida Public Records Law.

#### **1.07 ACCEPTANCE**

- A. This offer shall be open to acceptance for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
  - 1. Execute the Agreement within seven days of receipt of Notice of Award.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

#### **1.08 CONTRACT TIME**

- A. If this Bid is accepted, we will:
  - 1. Complete the Work in \_\_\_\_\_ calendar days from Notice to Proceed  
(Bidder to enter number of days.)

#### **1.09 CHANGES TO THE WORK**

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions.
  - 1. \_\_\_\_\_ percent overhead and profit on the net cost of our own Work;
  - 2. \_\_\_\_\_ percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus \_\_\_\_\_ of the overhead and profit percentage noted above.

#### **1.10 ADDENDA**

- A. Any addenda issued by the Architect to the undersigned prior to the Bid opening date shall become part of the Contract Documents.
- B. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
  - 1. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 3. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 4. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

#### **1.11 NON-COLLUSIVE BIDDING CERTIFICATION**

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - 1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties of

perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing on it's behalf;

1. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal on behalf of the corporate bidder.

Resolved that \_\_\_\_\_  
be authorized to sign and submit the bid or proposal of this corporation for the Palatka City Hall - Renovation and to include in such bid or proposal the certificate as to non-collusion required by Section One hundred Three (d) (103d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

#### **1.12 BIDDER (TYPE OF BUSINESS)**

- A. The undersigned hereby represents that it is a \_\_\_\_\_ (Corporation, Partnership or Individual). If a Corporation, then the undersigned further represents that it is duly qualified as a Corporation under the laws and Statutes of the State of Florida and it is authorized to do business in this State.
- B. The following is the name and address of the person to whom all notices required in connection with this Proposal may be telephoned, mailed or delivered.

\_\_\_\_\_  
(Name of Contact Person)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Email)

#### **1.13 BID FORM SIGNATURE(S)**

- A. The Corporate Seal of

\_\_\_\_\_  
(Bidder - print the full name of your firm)

- B. was hereunto affixed in the presence of:

\_\_\_\_\_  
(Authorized signing officer - Print Name and Title)

- C. (Seal)

\_\_\_\_\_  
(Authorized signing officer - Signature)

Date: \_\_\_\_\_

**END OF BID FORM**

### Bidder's Experience List

The following are contracts similar in scope to this project which the Contractor has performed within the past five (5) years:

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### Subcontractors List

The following are Subcontractors to be employed by the Contractor:

| Name  | Description of Work |
|-------|---------------------|
| <hr/> | <hr/>               |
| <hr/> | <hr/>               |
| <hr/> | <hr/>               |

### Manufacturers List

The following are Manufacturers of materials and equipment to be utilized by the Contractor:

| Name  | Description of Materials and Equipment |
|-------|----------------------------------------|
| <hr/> | <hr/>                                  |
| <hr/> | <hr/>                                  |

**BID BONDS**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are hereby held and firmly bound  
unto The City of Palatka, FL as owner in the penal sum  
of \_\_\_\_\_ for the payment of  
which, well and truly to be made, we hereby jointly and severally bind ourselves, our  
heirs, executors, administrators, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_. 20\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to  
\_\_\_\_\_ a certain Bid, attached hereto and hereby made apart  
hereof to enter into a contract in writing for the:

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

NOW, THEREFORE,

(A) If said Bid shall be rejected, or in the alternate,

(B) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.



The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_ (L. S.)

\_\_\_\_\_

SEAL

By: \_\_\_\_\_

**CERTIFICATION AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
\_\_\_\_\_, Secretary of the Corporation named as Principal in the within bond;  
that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then  
\_\_\_\_\_ of said corporation; that I know his/her signature, and his/her signature  
thereto is genuine; and that said bond as dully signed, sealed, and attested to for and in behalf of  
said corporation by authority of this governing body.

(Corporate)

(Seal)

\_\_\_\_\_  
Title: \_\_\_\_\_

Power of Attorney for person signing for surety company must be attached to bid.

### **CERTIFICATION BY BIDDER**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

NAME AND ADDRESS OF BIDDER (include ZIP Code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes [ ] No [ ]
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes [ ] No [ ]
3. Bidder has filed all compliance reports due under applicable instructions. Yes [ ] No [ ]
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 112246, as amended? Yes [ ] No [ ]

\_\_\_\_\_  
NAME AND TITLE OF SIGNER (Please type):

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
PROJECT NUMBER

**INSTRUCTIONS**

This certification is required pursuant to executive Order 11246 (30 F. R.12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clauses; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

\_\_\_\_\_  
**SUBCONTRACTORS CERTIFICATION**

\_\_\_\_\_  
NAME AND ADDRESS OF SUBCONTRACTOR (Include Zip Code)

\_\_\_\_\_  
1. Bidder has participated in previous contract subject to the Equal Opportunity Clause.  
Yes ☐ No ☐

\_\_\_\_\_  
2. Compliance reports were required to be filed in connection with such contract or subcontractor.  
Yes ☐ No ☐

\_\_\_\_\_  
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
Yes ☐ No ☐

\_\_\_\_\_  
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes ☐ No ☐

\_\_\_\_\_  
NAME AND TITLE OR SIGNER (Please type):

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**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, Qualifications, Proposal or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_. (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
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:
  1. A predecessor or successor of a person convicted of a public entity crime.
  2. 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 thirty six (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 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.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission expires:

## **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 on, or require fine 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: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER(S): \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME (TYPED OR PRINTED): \_\_\_\_\_

TITLE: \_\_\_\_\_



**E-VERIFY STATEMENT**

**Bid/Proposal/RFQ Number:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

\_\_\_\_\_

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

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

**Company/Firm:** \_\_\_\_\_

**Contact Name (Print):** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **RESPONDENT'S CERTIFICATION**

I have carefully examined the Invitation to Bid (ITB), the other related documents identified in the ITB, and the following Addenda, receipt of all which is hereby acknowledged:

| <b><u>Addendum No.</u></b> | <b><u>Addendum Date</u></b> |
|----------------------------|-----------------------------|
| _____                      | _____                       |
| _____                      | _____                       |
| _____                      | _____                       |

1. I hereby propose to furnish the goods or services specified in the Invitation to Bid. I agree that my bid will remain firm for a period of 120 days in order to allow the City adequate time to evaluate the bids.
2. I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
3. The applicant certifies to the best of his/her knowledge and belief, that his/her principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
  - b. Have not within a three-year period preceding this proposal 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, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.
4. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Palatka.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Palatka or any other proposer is interested in said bid; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Signature

Date\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of [ ☐ ] physical presence or [ ☐ ] online  
notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
(NOTARY SEAL) (Signature of Notary Public-State of Florida)  
(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced\_\_\_\_\_

ROBERTA M. CORREA  
MAYOR-COMMISSIONER

TAMMIE McCASKILL  
COMMISSIONER

JUSTIN R. CAMPBELL, SR.  
COMMISSIONER

WILL JONES  
COMMISSIONER

RUFUS J. BOROM  
COMMISSIONER



Regular meetings 2<sup>nd</sup> and 4<sup>th</sup> 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.

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## CONTRACT FOR SERVICES

### City of Palatka City Hall Renovation

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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 **VENDOR NAME**, a Corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is \_\_\_\_\_.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

#### ARTICLE 1 – SCOPE OF WORK AND CONTACTS

THE CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of ROOFING, 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 Del McMillen, telephone no. 1-386-937-7667, e-mail: dmcmillen@palatka-fl.gov.

THE CONTRACTOR'S representative/liaison during the performance of this Contract shall be Jerry L. Sims, Jr. "Les", telephone no. (386)-325-2023, e-mail: les-armroof@comcast.net.

#### ARTICLE 2 - SCHEDULE

THE CONTRACTOR shall commence services after the execution of a notice to proceed and complete all services no later than 150 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 TO THE CONTRACTOR

CFS-27

- 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: **AMOUNT**  
THE CONTRACTOR shall notify the CITY's representative in writing when 90% of the "not to exceed amount" has been reached.
- B. THE CONTRACTOR 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 THE CONTRACTOR 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, THE CONTRACTOR will clearly state "final invoice" on THE CONTRACTOR'S final/last billing to the CITY. This shall constitute THE CONTRACTOR'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 CONTRACTOR.
- E. In order to do business with City of Palatka, THE CONTRACTOR 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 THE CONTRACTOR 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 CONTRACTOR'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 THE CONTRACTORS. 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 CONTRACTOR upon sixty (30) 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 CONTRACTOR. It may also be terminated, in whole or in part, by the CITY, with cause upon five (5) business days written notice to THE CONTRACTOR or without cause upon ten (10) business days written notice to THE CONTRACTOR. Unless THE CONTRACTOR is in breach of this Contract, THE CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of THE CONTRACTOR'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 CONTRACTOR is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If THE CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. THE CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is THE CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials. THE CONTRACTOR 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 CONTRACTOR 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 THE CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by THE CONTRACTOR under the Contract. THE CONTRACTOR 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: THE CONTRACTOR 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: THE CONTRACTOR shall maintain Workers’ Compensation & Employer’s Liability in accordance with Chapter 440 of the Florida Statutes.

C. Professional Liability: THE CONTRACTOR 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 THE CONTRACTOR’s most recent annual report or audited financial statement. For policies written on a “claims-made” basis, THE CONTRACTOR 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, THE CONTRACTOR 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 CONTRACTOR 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, THE CONTRACTOR 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 THE CONTRACTOR 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 THE CONTRACTOR 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 CONTRACTOR 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**

THE CONTRACTOR 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 THE CONTRACTOR.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The CITY and THE CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR further represents that no person having any such conflict of interest shall be employed for said performance of services. THE CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR. The CITY agrees to notify THE CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by THE CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by THE CONTRACTOR, the CITY shall so state in the notification and THE CONTRACTOR 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 CONTRACTOR under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

THE CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if THE CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'S sole direction, supervision, and control. THE CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects THE CONTRACTOR'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 CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation.

#### **ARTICLE 19 - CONTINGENT FEES**

THE CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for THE CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR retaliate against any person for reporting instances of such discrimination. THE CONTRACTOR 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 CONTRACTOR 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. THE CONTRACTOR shall include this language in its subcontracts.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

THE CONTRACTOR 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 CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and THE CONTRACTORS 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 CONTRACTOR of the CITY'S notification of a contemplated change, THE CONTRACTOR 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 CONTRACTOR'S ability to meet the completion dates or schedules of this Contract. If the CITY so instructs in writing, THE CONTRACTOR 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 CONTRACTOR shall not commence work on any such change until such written amendment is signed by THE CONTRACTOR 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. 2<sup>nd</sup> Street, Palatka, FL 32177

With copy to: City of Palatka Attorney's Office, 201 N. 2<sup>nd</sup> Street, Palatka, FL 32177

If sent to THE CONTRACTOR, notices shall be addressed to:

**THE CONTRACTOR:**

Name

Company

Address

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and THE CONTRACTOR 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 CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. THE CONTRACTOR 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 CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and THE CONTRACTORS 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 THE CONTRACTOR 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 CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and THE CONTRACTORS 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 THE CONTRACTOR, 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 THE CONTRACTOR: (i) provides a service; and (ii) acts on behalf of the CITY as provided under Section 119.011(2) F.S., THE CONTRACTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time THE CONTRACTOR 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 CONTRACTOR does not transfer the records to the public agency.
- D. Upon completion of the Contract THE CONTRACTOR shall transfer, at no cost to the CITY, all public records in possession of THE CONTRACTOR 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 CONTRACTOR transfers all public records to the CITY upon completion of the Contract, THE CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If THE CONTRACTOR keeps and maintains public records upon completion of the Contract, THE CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by THE CONTRACTOR 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 CONTRACTOR 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. THE CONTRACTOR 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. THE CONTRACTOR shall execute by manual means only, unless the CITY provides otherwise.

#### **ARTICLE 32 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

THE CONTRACTOR 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 THE CONTRACTOR's 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. THE CONTRACTOR 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. THE CONTRACTOR 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 THE CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CITY has a good faith belief that THE CONTRACTOR's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, CITY shall notify THE CONTRACTOR to terminate its contract with the subcontractor and THE CONTRACTOR shall immediately terminate its contract with the subcontractor. If CITY terminates this CONTRACT pursuant to the above, THE CONTRACTOR 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, THE CONTRACTOR 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 THE CONTRACTOR has hereunto set its hand the day and year above written.

## **PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ a \_\_\_\_\_, doing business as  
\_\_\_\_\_, hereinafter

called "Principal" and \_\_\_\_\_, of \_\_\_\_\_,

State of Florida, hereinafter called the "Surety", are held and firmly bound unto

\_\_\_\_\_, Florida, hereinafter called "Owner" in the penal sum of

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) in lawful

money of the United States for the payment of which sum well and truly to be made, we bind

ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

### **Palatka City Hall Renovation**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements thereof which may be granted by the Owner, with or without notice to the Surety, and if he/she shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due on materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of

time, alteration or addition to the terms of the contract or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS HEREOF, this instrument is executed in six (6) counterparts each, one (1) of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

(SEAL) \_\_\_\_\_ (PRINCIPAL)

\_\_\_\_\_  
WITNESS AS TO PRINCIPAL By \_\_\_\_\_

ATTEST: \_\_\_\_\_  
(Address)

(SEAL) \_\_\_\_\_  
(Surety) (Surety)

\_\_\_\_\_  
Witness as to Surety By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address-Zip Code) (Address-Zip Code)

Countersigned:

By \_\_\_\_\_  
Attorney-in-Fact, State of Florida

\_\_\_\_\_

NOTE: Date of Bond must be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a(n) \_\_\_\_\_, hereinafter called  
(Corporation, Partnership or Individual)

Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

The City of Palatka, FL  
(Name of Owner)

201 North 2<sup>nd</sup> Street, Palatka, FL 32177  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_  
Dollars, (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum  
will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly  
by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with OWNER, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of  
which is hereto attached and made a part hereof for the construction of:

**Palatka City Hall Renovation**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements thereof which may be granted by the  
Owner, with or without notice to the Surety, and if he/she shall satisfy all claims and demands  
incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs  
and damages which it may suffer by reason of failure to do so, and shall reimburse and repay  
the owner all outlay and expenses which the Owner may incur in making good any default, and shall  
promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials  
for or performing labor in the prosecution of the work provided for in such Contract, and any

authorized extension or modification thereof, including all amounts due on materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

|                                 |                       |
|---------------------------------|-----------------------|
|                                 | _____<br>Principal    |
| _____<br>(Principal Secretary)  | By _____(s)<br>(SEAL) |
| _____<br>(Witness to Principal) | _____<br>(Address)    |
| _____<br>(Address)              | _____                 |
| _____<br>(Surety)               | _____                 |

ATTEST:

|                              |                             |
|------------------------------|-----------------------------|
| _____<br>(Surety Secretary)  |                             |
| (SEAL)                       |                             |
| _____<br>(Witness to Surety) | _____<br>(Attorney-in-Fact) |
| _____<br>(Address)           | _____<br>(Address)          |

NOTE: Date of BOND must be prior to the date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located. BID FOR LUMP SUM CONTRACTS

Place \_\_\_\_\_ Date \_\_\_\_\_ Project No. \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called "Bidder")

(a corporation ☐ partnership ☐ individual ☐ doing business as

\_\_\_\_\_ )

to the The City of Palatka, FL hereafter called "Owner".

The bidder, in compliance with your invitation for bids for the construction of Palatka City Hall Renovation

having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the Project within one hundred twenty (90) consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 11 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

BASE BID: Bidder agrees to perform all of the work described in the specifications and shown on the plans for the sum of \_\_\_\_\_  
(in words)  
(\$ \_\_\_\_\_) Amount shall be shown in both words and figures. In case of  
(in numbers)  
discrepancy, the amount shown in words will govern.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

Upon receipt of written notice the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 15 of the General conditions.

The bid security attached in the sum of \_\_\_\_\_  
(in words)

(\$ \_\_\_\_\_)  
(in numbers) is to become the property of the Owner in the event contract and bond are

not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address and Zip Code)

(SEAL - if bid is by corporation)

## BONDING AND INSURANCE

1. This Attachment sets forth bonding and insurance requirements for grants. No other bonding and insurance requirements shall be imposed other than those normally required by the recipient.

2. Except as otherwise required by law, a grant that requires the contracting (or subcontracting) for construction of facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees performance bond, and payment bonds unless the construction contract or subcontract exceeds \$100,000.00. For those contracts or subcontracts exceeding \$100,000.00, the State may except the bonding policy and requirements of the recipient provided the State has made a determination that the State's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid. (See Section 7 of "Information for Bidders")

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

3. Where the Federal Government guarantees or insures the repayment of money borrowed by the recipient, the State, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirement of the recipient is not deemed adequate to protect the interest of the Federal Government.

4. Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR 223).



**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**

**CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of the City of Palatka do hereby certify as follows:

I have examined the attached contract (s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly authorized; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: \_\_\_\_\_



**NOTICE OF AWARD**

**TO:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Project:** Palatka City Hall Renovations

The Owner has considered the Bid Proposal submitted by you for the above described project in response to its Advertisement for Bids dated \_\_\_\_\_ and Instructions to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and certificates of insurance within 7 calendar days from the date of this Notice of Award to you.

If you fail to execute said Agreement and to furnish said Bonds within 7 calendar days from the date of this Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return seven duplicate original acknowledged copies of this Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, Florida.

**OWNER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the Notice of Award is hereby acknowledged by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

NOA-46



# TECHNICAL SPECIFICATIONS

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- 2.10 DIVISION 10 -- SPECIALTIES (NOT USED)**
- 2.11 DIVISION 11 -- EQUIPMENT (NOT USED)**
- 2.12 DIVISION 12 -- FURNISHINGS (NOT USED)**
- 2.13 DIVISION 13 -- SPECIAL CONSTRUCTION (NOT USED)**
- 2.14 DIVISION 14 -- CONVEYING EQUIPMENT (NOT USED)**
- 2.15 DIVISION 21 -- FIRE SUPPRESSION (NOT USED)**
- 2.16 DIVISION 22 -- PLUMBING (NOT USED)**
- 2.17 DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)(NOT USED)**
- 2.18 DIVISION 26 -- ELECTRICAL (NOT USED)**
- 2.19 DIVISION 27 -- COMMUNICATIONS (NOT USED)**
- 2.20 DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY (NOT USED)**
- 2.21 DIVISION 31 -- EARTHWORK (NOT USED)**
- 2.22 DIVISION 32 -- EXTERIOR IMPROVEMENTS (NOT USED)**
- 2.23 DIVISION 33 -- UTILITIES (NOT USED)**
- 2.24 DIVISION 34 -- TRANSPORTATION (NOT USED)**
- 2.25 DIVISION 40 -- PROCESS INTEGRATION (NOT USED)**
- 2.26 DIVISION 46 -- WATER AND WASTEWATER EQUIPMENT (NOT USED)**

**END OF SECTION**

## SECTION 01 10 00 - SUMMARY

### PART 1 GENERAL

#### 1.01 PROJECT INFORMATION

- A. Project Identification: Palatka City Hall - Renovation.
  - 1. Project Location:  
201 N. 2nd St.  
Palatka, Florida 32177
- B. Architectural Firm of Record: Passero Associates.
  - 1. Architect's Representative: Justin Vollenweider, jvollenweider@passero.com.
- C. Web-Based Project Software: Project software administered by Architect will be used for purposes of managing communication and documents during the Final Design and Construction stages.
- D. The Project generally consists of the construction of a new egress ramp and stair to provide egress from existing council chambers. Additional modifications include the addition of new millwork adjacent to the dais for additional City staff seating.

#### 1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price.

#### 1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and alteration work is indicated on drawings.
- B. Electrical Power and Data: Alter existing and add new construction.

#### 1.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

#### 1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Arrange use of site and premises to allow:
  - 1. Owner occupancy of portions of the existing building.
  - 2. Use of site and premises by the public.
- B. Provide access to and from site as required by law and by Owner:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- C. Time Restrictions:
  - 1. On-Site Work Hours: Limit work to normal business working hours of 7:30 a.m. to 4 p.m., Monday through Friday, unless otherwise indicated..
- D. Utility Outages and Shutdown:
  - 1. Limit disruption of utility services to hours the site is unoccupied.
    - a. Notify Architect and Owner not less than two days in advance of proposed utility interruptions.
  - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
  - 3. Limit shutdown of utility services to 4 hours at a time, arranged at least 24 hours in advance with Owner.

4. Prevent accidental disruption of utility services to other facilities.

#### **1.06 WORK SEQUENCE**

- A. Coordinate construction schedule and operations with Owner.

#### **1.07 SPECIFICATION AND DRAWING CONVENTIONS**

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

#### **1.08 DEFINITIONS**

- A. Construction Documents. The signed and sealed plans prepared by the Design-Build Firm and accepted by the Architect, including reproductions thereof, showing the location, character, dimensions, and details of the work. Upon review and approval by the Architect, the plans will be stamped "Released for Construction" dated and initialed by the reviewer.

#### **1.09 ADDITIONAL CONTRACT REQUIREMENTS**

- A. Corrections for Construction Errors.
  1. For work that the Contractor constructs incorrectly or does not meet the requirements of the Contract Documents, the Contractor has the prerogative to submit an acceptance proposal to the Architect for review and disposition. The acceptance proposal shall describe the error or defect and either describe remedial action for its correction or propose a method for its acceptance. In either case, the acceptance proposal shall address structural integrity, aesthetics, maintainability, and the effect on Contract Time. The Architect will judge any such proposal for its effect on these criteria and also for its effect on Contract Administration.
  2. When the Architect judges that a proposal infringes on the structural integrity or maintainability of the structure, the Contractor's Architect/Engineer of Record will perform a technical assessment and submit it to the Architect for approval. Do not take any corrective action without the Architect's approval.
  3. Carry out all approved corrective construction measures at no expense to the Owner.
  4. Notwithstanding any disposition of the compensation aspects of the defective work, the Architect's decision on the technical merits of a proposal is final.
- B. Coordination of Contract Documents.
  1. These Specifications, the plans, Special Provisions, and all supplementary documents are integral parts of the Contract; a requirement occurring in one is as binding as though occurring in all. In addition to the work and materials specifically called for in the Contract Documents and any additional incidental

work, not specifically mentioned, when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work will be included in the Contract Lump Sum Price.

2. Computed dimensions govern over scaled dimensions.
- C. Conformity of Work with Contract Documents
  1. Perform all work and furnish all materials in conformity with dimensions and material requirements, including tolerances, as specified in the Contract Documents.
  2. In the event that the Architect finds that the Contractor has used material or produced a finished product that is not in reasonably close conformity with the Contract Documents, but that the Contractor has produced reasonably acceptable work, the Architect will determine if the Owner will accept the work in place. In this event, the Architect will document the basis of acceptance by Contract modification, which provides for an appropriate reduction in the Contract price for such work or materials included in the accepted work as deemed necessary to conform to the determination based on engineering judgment.
  3. In the event that the Architect finds that the Contractor has used material or produced a finished product that is not in reasonably close conformity with the Contract Documents, and that the Contractor has produced an inferior or unsatisfactory product, the Contractor shall remove and replace or otherwise correct the work or materials at no expense to the Owner.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

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## **SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. General administrative requirements.
- B. Electronic document submittal service.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Construction progress schedule.
- G. Contractor's daily reports.
- H. Progress photographs.
- I. Coordination drawings.
- J. Number of copies of submittals.
- K. Requests for Interpretation (RFI) procedures.
- L. Submittal procedures.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 01 60 00 - Product Requirements: General product requirements.

#### **1.03 REFERENCE STANDARDS**

- A. AIA G716 - Request for Information; 2004.
- B. AIA G810 - Transmittal Letter; 2001.
- C. CSI/CSC Form 12.1A - Submittal Transmittal; Current Edition.
- D. CSI/CSC Form 13.2A - Request for Information; Current Edition.

#### **1.04 GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Make the following types of submittals to Architect:
  - 1. Requests for Interpretation (RFI).
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Design data.
  - 6. Manufacturer's instructions and field reports.
  - 7. Applications for payment and change order requests.
  - 8. Progress schedules.
  - 9. Coordination drawings.
  - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
  - 11. Closeout submittals.

### **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION**

#### **3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE**

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
  - 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders),

applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.

2. Contractor and Architect are required to use this service.
  3. It is Contractor's responsibility to submit documents in allowable format.
  4. Subcontractors, suppliers, and Architect's consultants will be permitted to use the service at no extra charge.
  5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, [www.adobe.com](http://www.adobe.com), or Bluebeam PDF Revu, [www.bluebeam.com](http://www.bluebeam.com)), unless such software capability is provided by the service provider.
  6. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
  7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Submittal Service: The selected service is:
1. Newforma Info Exchange, provided by Architect.
- C. Project Closeout: Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

### **3.02 PRECONSTRUCTION MEETING**

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
1. Owner.
  2. Architect.
  3. Contractor.
- C. Agenda:
1. Execution of Owner-Contractor Agreement.
  2. Submission of executed bonds and insurance certificates.
  3. Distribution of Contract Documents.
  4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  5. Submission of initial Submittal schedule.
  6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  7. Scheduling.
- D. Architect will record minutes and distribute copies within two days after meeting.

### **3.03 SITE MOBILIZATION MEETING**

- A. Owner will schedule meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
1. Contractor.
  2. Owner.
  3. Architect.
  4. Contractor's superintendent.
  5. Major subcontractors.
- C. Agenda:
1. Use of premises by Owner and Contractor.
  2. Owner's requirements.
  3. Security and housekeeping procedures.

4. Schedules.
  5. Application for payment procedures.
  6. Procedures for testing.
  7. Procedures for maintaining record documents.
  8. Requirements for start-up of equipment.
  9. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.04 PROGRESS MEETINGS**

- A. Owner will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
1. Contractor.
  2. Owner.
  3. Architect.
  4. Contractor's superintendent.
- C. Agenda:
1. Review minutes of previous meetings.
  2. Review of work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede, or will impede, planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review of RFIs log and status of responses.
  7. Review of off-site fabrication and delivery schedules.
  8. Maintenance of progress schedule.
  9. Corrective measures to regain projected schedules.
  10. Planned progress during succeeding work period.
  11. Coordination of projected progress.
  12. Maintenance of quality and work standards.
  13. Effect of proposed changes on progress schedule and coordination.
  14. Other business relating to work.
- D. Architect will record minutes and distribute copies within two days after meeting.

### **3.05 CONSTRUCTION PROGRESS SCHEDULE**

- A. Within 10 days after date established in Notice to Proceed, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

### **3.06 PROGRESS PHOTOGRAPHS**

- A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.
- B. Photography Type: Digital; electronic files.

- C. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to Architect.
- D. Take photographs as evidence of existing project conditions.

### **3.07 COORDINATION DRAWINGS**

- A. Review drawings prior to submission to Architect.
- B. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
      - 1) Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
      - 2) Show location and size of access doors required for access to concealed dampers, valves, and other controls.
      - 3) Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- C. Coordination Drawing Organization: Organize coordination drawings as follows:
  - 1. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
  - 2. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  - 3. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
  - 4. Mechanical and Plumbing Work: Show the following:
    - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
  - 5. Electrical Work: Show the following:
    - a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
    - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
    - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor-control center locations.
    - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
  - 6. Fire-Protection System: Show the following:
    - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.

7. Review: Architect will review coordination drawings to confirm that in general the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.
- D. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
  1. File Submittal Format: Submit or post coordination drawing files using PDF format.
  2. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
    - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.

### **3.08 REQUESTS FOR INTERPRETATION (RFI)**

- A. Definition: A request seeking one of the following:
  1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
  2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
  1. Prepare a separate RFI for each specific item.
    - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
    - b. Do not forward requests which solely require internal coordination between subcontractors.
  2. Prepare in a format and with content acceptable to Owner.
    - a. Use AIA G716 - Request for Information .
    - b. Use CSI/CSC Form 13.2A - Request for Interpretation.
  3. Prepare using software provided by the Electronic Document Submittal Service.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
  1. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
    - a. Approval of submittals (use procedures specified elsewhere in this section).
    - b. Approval of substitutions (see Sections 01 25 00 - Substitution Procedures and 01 60 00 - Product Requirements)
    - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
  2. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response.
  3. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.

- a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
  - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
  - 2. Discrete and consecutive RFI number, and descriptive subject/title.
  - 3. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
  - 4. Annotations: Field dimensions and/or description of conditions which have engendered the request.
  - 5. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 3:00 PM will be considered as having been received on the following regular working day.
  - 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
  - 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
  - 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
  - 3. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

### **3.09 SUBMITTAL SCHEDULE**

- A. Submit to Architect for review a schedule for submittals in tabular format.
  - 1. Coordinate with Contractor's construction schedule and schedule of values.
  - 2. Format schedule to allow tracking of status of submittals throughout duration of construction.
  - 3. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.

### **3.10 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Design data.
  - 3. Shop drawings.
  - 4. Samples for selection.

5. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below.

### **3.11 NUMBER OF COPIES OF SUBMITTALS**

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  1. After review, produce duplicates.
  2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.12 SUBMITTAL PROCEDURES**

- A. General Requirements:
  1. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
  2. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
  3. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents. Architect will not review submittals unless certified by Design-Builder.
  4. Schedule submittals to expedite the Project, and coordinate submission of related items.
    - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
    - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
  5. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
  6. When revised for resubmission, identify all changes made since previous submission.
  7. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
  8. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
  9. Submittals not requested will not be recognized or processed.
- B. Product Data Procedures:
  1. Submit only information required by individual specification sections.
  2. Collect required information into a single submittal.
  3. Submit concurrently with related shop drawing submittal.
  4. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
  1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
  2. Do not reproduce Contract Documents to create shop drawings.
  3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

- D. Samples Procedures:
  - 1. Transmit related items together as single package.
  - 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

### **3.13 SUBMITTAL REVIEW**

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
  - 1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
- D. Architect's and consultants' actions on items submitted for review:
  - 1. Authorizing purchasing, fabrication, delivery, and installation:
    - a. "Approved", or language with same legal meaning.
    - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
      - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
    - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
      - 1) Resubmit corrected item, with review notations acknowledged and incorporated. Resubmit separately, or as part of project record documents.
  - 2. Not Authorizing fabrication, delivery, and installation:
    - a. "Revise and Resubmit".
      - 1) Resubmit revised item, with review notations acknowledged and incorporated.
    - b. "Rejected".
      - 1) Submit item complying with requirements of Contract Documents.
- E. Architect's and consultants' actions on items submitted for information:
  - 1. Items for which no action was taken:
    - a. "Received" - to notify the Contractor that the submittal has been received for record only.
  - 2. Items for which action was taken:
    - a. "Reviewed" - no further action is required from Contractor.

### **END OF SECTION**



## **SECTION 01 40 00 - QUALITY REQUIREMENTS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Submittals.
- B. Quality assurance.
- C. References and standards.
- D. Testing and inspection agencies and services.
- E. Control of installation.
- F. Tolerances.
- G. Manufacturers' field services.
- H. Defect Assessment.

#### **1.02 RELATED REQUIREMENTS**

- A. Document 00 31 00 - Available Project Information: Soil investigation data.
- B. Section 01 30 00 - Administrative Requirements: Submittal procedures.
- C. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

#### **1.03 REFERENCE STANDARDS**

- A. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2018.

#### **1.04 DEFINITIONS**

- A. Contractor's Professional Design Services: Design of some aspect or portion of the project by party other than the Architect. Provide these services as part of the Contract for Construction.
  - 1. Design Services Types Required:
    - a. Construction-Related: Services Contractor needs to provide in order to carry out the Contractor's sole responsibilities for construction means, methods, techniques, sequences, and procedures.
    - b. Design-Related: Design services explicitly required to be performed by another design professional due to highly-technical and/or specialized nature of a portion of the project. Services primarily involve engineering analysis, calculations, and design, and are not intended to alter the aesthetic aspects of the design.
- B. Design Data: Design-related, signed and sealed drawings, calculations, specifications, certifications, shop drawings and other submittals provided by Contractor, and prepared directly by, or under direct supervision of, appropriately licensed design professional.

#### **1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
  - 1. Include calculations that have been used to demonstrate compliance to performance and regulatory criteria provided, and to determine design solutions.
  - 2. Include required product data and shop drawings.
  - 3. Include a statement or certification attesting that design data complies with criteria indicated, such as building codes, loads, functional, and similar engineering requirements.
  - 4. Include signature and seal of design professional responsible for allocated design services on calculations and drawings.

- C. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test/inspection.
    - h. Date of test/inspection.
    - i. Results of test/inspection.
    - j. Compliance with Contract Documents.
    - k. When requested by Architect, provide interpretation of results.
  - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
  - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- F. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
  - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
- G. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
  - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
  - 2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

#### **1.06 CONFLICTING REQUIREMENTS**

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirements. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### **1.07 QUALITY ASSURANCE**

- A. Testing Agency Qualifications:

1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
  2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
  3. Qualification Statement: Provide documentation showing testing laboratory is accredited under IAS AC89.
- B. Designer Qualifications: Where professional engineering design services and design data submittals are specifically required of Contractor by Contract Documents, provide services of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.
- C. Quality-Control Personnel Qualifications. Engage a person with requisite training and experience to implement and manage quality assurance (QA) and quality control (QC) for the project.

#### **1.08 REFERENCES AND STANDARDS**

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

#### **1.09 TESTING AND INSPECTION AGENCIES AND SERVICES**

- A. Contractor shall employ and pay for services of an independent testing agency to perform code required testing and inspection.
- B. Owner may employ and pay for services of an independent testing agency (at its discretion) to perform additional testing and inspection.
- C. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents, code and other regulatory requirements.

### **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION**

#### **3.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.

- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

### **3.02 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

### **3.03 TESTING AND INSPECTION**

- A. See individual specification sections for testing and inspection required.
- B. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
- C. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

### **3.04 MANUFACTURERS' FIELD SERVICES**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

### **3.05 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

### **END OF SECTION**

## **SECTION 01 60 00 - PRODUCT REQUIREMENTS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

#### **1.02 SUBMITTALS**

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
  - 1. Submit within 15 days after date of Notice to Proceed.
  - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

#### **1.03 PRODUCT WARRANTIES**

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

### **PART 2 PRODUCTS**

#### **2.01 EXISTING PRODUCTS**

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.

- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- D. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is required.

## **2.02 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by Contract Documents.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Where products are accompanied by the term "as selected," Architect will make a selection.
  - 3. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  - 4. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Use of products having any of the following characteristics is not permitted:
  - 1. Made outside the United States, its territories, Canada, or Mexico.
  - 2. Made using or containing CFC's or HCFC's.
  - 3. Containing lead, cadmium, or asbestos.
- C. Where other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions.
  - 2. If wet-applied, have lower VOC content.
  - 3. Are extracted, harvested, and/or manufactured closer to the location of the project.
  - 4. Have longer documented life span under normal use.

## **2.03 PRODUCT SELECTION PROCEDURES**

- A. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements.
- B. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
- C. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- D. Visual Matching Specification: Where Specifications require "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
- E. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## **2.04 COMPARABLE PRODUCTS**

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
  - 1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
    - a. Evidence that proposed product provides specified warranty.
  - 2. Submittal Requirements: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

## **2.05 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

## **2.06 MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

# **PART 3 EXECUTION**

## **3.01 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

## **3.02 STORAGE AND PROTECTION**

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to

- minimize waste due to excessive materials handling and misapplication.
- C. Store and protect products in accordance with manufacturers' instructions.
  - D. Store with seals and labels intact and legible.
  - E. Arrange storage of materials and products to allow for visual inspection for the purpose of determination of quantities, amounts, and unit counts.
  - F. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
  - G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
  - H. Comply with manufacturer's warranty conditions, if any.
  - I. Do not store products directly on the ground.
  - J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
  - K. Prevent contact with material that may cause corrosion, discoloration, or staining.
  - L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
  - M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**



## **SECTION 03 10 00 - CONCRETE FORMING AND ACCESSORIES**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Formwork for cast-in-place concrete, with shoring, bracing and anchorage.
- B. Openings for other work.
- C. Form accessories.
- D. Form stripping.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 03 20 00 - Concrete Reinforcing.
- B. Section 03 30 00 - Cast-in-Place Concrete.

#### **1.03 REFERENCE STANDARDS**

- A. ACI 117 - Specifications for Tolerances for Concrete Construction and Materials; 2010 (Reapproved 2015).
- B. ACI 301 - Specifications for Structural Concrete; 2016.
- C. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; 2014 (Errata 2018).
- D. ACI 347R - Guide to Formwork for Concrete; 2014, with Errata (2017).
- E. COE CRD-C 513 - COE Specifications for Rubber Waterstops; 1974.

#### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate pertinent dimensions, materials, bracing, and arrangement of joints and ties.
- C. Designer's Qualification Statement.
- D. Design Data: As required by authorities having jurisdiction.

#### **1.05 QUALITY ASSURANCE**

- A. Designer Qualifications: Design formwork under direct supervision of a Professional Structural Engineer experienced in design of concrete formwork and licensed in the State in which the Project is located.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver prefabricated forms and installation instructions in manufacturer's packaging.
- B. Store prefabricated forms off ground in ventilated and protected manner to prevent deterioration from moisture.

### **PART 2 PRODUCTS**

#### **2.01 FORMWORK - GENERAL**

- A. Provide concrete forms, accessories, shoring, and bracing as required to accomplish cast-in-place concrete work.
- B. Design and construct concrete that complies with design with respect to shape, lines, and dimensions.
- C. Chamfer outside corners of piers and foundation walls.
- D. Comply with applicable state and local codes with respect to design, fabrication, erection, and removal of formwork.
- E. Comply with relevant portions of ACI 347R, ACI 301, and ACI 318.
- F. Use the following form types:
  - 1. Foundation Walls and Piers, Exposed To View: Site fabricated rough sawn lumber.

## **2.02 WOOD FORM MATERIALS**

- A. Form Materials: At the discretion of the Contractor in order to achieve desired finish.

## **2.03 FORMWORK ACCESSORIES**

- A. Form Ties: Removable type, galvanized metal, fixed length, cone type, with waterproofing washer, 2 inch back break dimension, free of defects that could leave holes larger than 1 inch in concrete surface.
- B. Form Release Agent: Capable of releasing forms from hardened concrete without staining or discoloring concrete or forming bugholes and other surface defects, compatible with concrete and form materials, and not requiring removal for satisfactory bonding of coatings to be applied.
  - 1. Composition: Colorless, reactive, water-based or solvent-based compound.
  - 2. Do not use materials containing diesel oil or petroleum-based compounds.
- C. Filler Strips for Chamfered Corners: Rigid plastic type; 3/4 inch X 3/4 inch size; maximum possible lengths.
- D. Embedded Anchor Shapes, Plates, Angles and Bars: As specified in Section 05 12 00.
- E. Waterstops: Rubber, complying with COE CRD-C 513, minimum 6" width, center bulb type profile, preformed corner sections, heat welded jointing.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with drawings.

### **3.02 EARTH FORMS**

- A. Hand trim sides and bottom of earth forms. Remove loose soil prior to placing concrete.

### **3.03 ERECTION - FORMWORK**

- A. Erect formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI 301.
- B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads.
- C. Align joints and make watertight. Keep form joints to a minimum.
- D. Obtain approval before framing openings in structural members that are not indicated on drawings.
- E. Coordinate this section with other sections of work that require attachment of components to formwork.
- F. If formwork is placed after reinforcement, resulting in insufficient concrete cover over reinforcement, request instructions from Architect before proceeding.

### **3.04 APPLICATION - FORM RELEASE AGENT**

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
- C. Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings that are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

### **3.05 INSERTS, EMBEDDED PARTS, AND OPENINGS**

- A. Provide formed openings where required for items to be embedded in passing through concrete work.
- B. Locate and set in place items that will be cast directly into concrete.

- C. Coordinate with work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other work.
- D. Install accessories in accordance with manufacturer's instructions, so they are straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- E. Install waterstops in accordance with manufacturer's instructions, so they are continuous without displacing reinforcement. Heat seal joints so they are watertight.
- F. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
- G. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

### **3.06 FORM CLEANING**

- A. Clean forms as erection proceeds, to remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.
  - 1. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.
  - 2. During cold weather, remove ice and snow from within forms. Do not use de-icing salts. Do not use water to clean out forms, unless formwork and concrete construction proceed within heated enclosure. Use compressed air or other means to remove foreign matter.

### **3.07 FORMWORK TOLERANCES**

- A. Construct formwork to maintain tolerances required by ACI 117, unless otherwise indicated.

### **3.08 FIELD QUALITY CONTROL**

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 40 00 - Quality Requirements.
- B. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and to verify that supports, fastenings, wedges, ties, and items are secure.

### **3.09 FORM REMOVAL**

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.
- B. Mass Concrete: Concrete maturity shall be measured in accordance with methods established/required in ACI 301. Do not removed forms until concrete has reached appropriate maturity and thermal levels. Keep formwork in place as long as practicable to aid in moisture retention.
- C. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- D. Store removed forms to prevent damage to form materials or to fresh concrete. Discard damaged forms.

### **END OF SECTION**

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## **SECTION 03 20 00 - CONCRETE REINFORCING**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Reinforcing steel for cast-in-place concrete.
- B. Supports and accessories for steel reinforcement.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 03 10 00 - Concrete Forming and Accessories.
- B. Section 03 30 00 - Cast-in-Place Concrete.

#### **1.03 REFERENCE STANDARDS**

- A. ACI 301 - Specifications for Structural Concrete; 2016.
- B. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; 2014 (Errata 2018).
- C. ACI SP-66 - ACI Detailing Manual; 2004.
- D. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2020.
- E. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2022.
- F. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification; 2014 (Amended 2015).
- G. CRSI (DA4) - Manual of Standard Practice; 2023.

#### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Comply with requirements of ACI SP-66. Include bar schedules, shapes of bent bars, spacing of bars, and location of splices.
- C. Manufacturer's Certificate: Certify that reinforcing steel and accessories supplied for this project meet or exceed specified requirements.
- D. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated no more than 12 months before start of scheduled welding work.
- E. Reports: Submit certified copies of mill test report of reinforcement materials analysis.

#### **1.05 QUALITY ASSURANCE**

- A. Perform work of this section in accordance with ACI 301.

### **PART 2 PRODUCTS**

#### **2.01 REINFORCEMENT**

- A. Reinforcing Steel: Deformed bars, ASTM A615/A615M, Grade 60 (60,000 psi).
  - 1. Unfinished.
- B. Steel Welded Wire Reinforcement (WWR): Plain type; ASTM A1064/A1064M.
  - 1. Form: Flat Sheets.
  - 2. WWR Style: As indicated on drawings.
- C. Reinforcement Accessories:
  - 1. Tie Wire: Annealed, minimum 16 gauge, 0.0508 inch.
  - 2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.

#### **2.02 FABRICATION**

- A. Fabricate concrete reinforcing in accordance with CRSI (DA4) - Manual of Standard Practice.

- B. Welding of reinforcement is not permitted.

### **PART 3 EXECUTION**

#### **3.01 PLACEMENT**

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position.
- B. Do not displace or damage vapor barrier.
- C. Accommodate placement of formed openings.
- D. Comply with applicable code for concrete cover over reinforcement.

#### **3.02 FIELD QUALITY CONTROL**

- A. An independent testing agency, as specified in Section 01 40 00 - Quality Requirements, will inspect installed reinforcement for compliance with contract documents before concrete placement.

**END OF SECTION**

## **SECTION 03 30 00 - CAST-IN-PLACE CONCRETE**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Floors and slabs on grade.
- B. Concrete foundation walls.
- C. Concrete foundations.
- D. Joint devices associated with concrete work.
- E. Concrete curing.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 03 10 00 - Concrete Forming and Accessories: Forms and accessories for formwork.
- B. Section 03 20 00 - Concrete Reinforcing.
- C. Section 07 92 00 - Joint Sealants: Products and installation for sealants and joint fillers for saw cut joints and isolation joints in slabs.

#### **1.03 REFERENCE STANDARDS**

- A. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; 1991 (Reapproved 2009).
- B. ACI 301 - Specifications for Structural Concrete; 2016.
- C. ACI 302.1R - Guide to Concrete Floor and Slab Construction; 2015.
- D. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000 (Reapproved 2009).
- E. ACI 305R - Guide to Hot Weather Concreting; 2010.
- F. ACI 306R - Guide to Cold Weather Concreting; 2016.
- G. ACI 308R - Guide to External Curing of Concrete; 2016.
- H. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; 2014 (Errata 2018).
- I. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2020.
- J. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2020.
- K. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50 mm] Cube Specimens); 2021.
- L. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete; 2020.
- M. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete; 2016.
- N. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete; 2010a (Reapproved 2016).
- O. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete; 2019.
- P. ASTM C827/C827M - Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens of Cementitious Mixtures; 2016.
- Q. ASTM C1059/C1059M - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete; 2013.
- R. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink); 2017.
- S. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types); 2018.
- T. ASTM E1155 - Standard Test Method for Determining FF Floor Flatness and FL Floor Levelness Numbers; 2020.

- U. ASTM E1155M - Standard Test Method for Determining F(F) Floor Flatness and F(L) Floor Levelness Numbers (Metric); 2014.
- V. ASTM E1643 - Standard Practice for Selection, Design, Installation and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs; 2018a.
- W. COE CRD-C 513 - COE Specifications for Rubber Waterstops; 1974.

#### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
  - 1. For curing compounds, provide data on method of removal in the event of incompatibility with floor covering adhesives.
- C. Thermal Control Plan and subsequent field reports for temperature/thermal monitoring for concrete subject to Mass Concrete provisions, in accordance with requirements set forth in ACI 301.
- D. Mix Design: Submit proposed concrete mix design.
  - 1. Indicate proposed mix design complies with requirements of ACI 301, Section 4 - Concrete Mixtures.
  - 2. Indicate proposed mix design complies with admixture manufacturer's written recommendations.
- E. Test Reports: Submit report for each test or series of tests specified.

#### **1.05 QUALITY ASSURANCE**

- A. Perform work of this section in accordance with ACI 301 and ACI 318.
- B. Follow recommendations of ACI 305R when concreting during hot weather.
- C. Follow recommendations of ACI 306R when concreting during cold weather.
- D. Follow recommendations of ACI 207.1R when placing Mass Concrete.
- E. Concrete equal to or greater than 4'-0" in width/thickness shall be placed in accordance with the Mass Concrete provisions of ACI 301 and ACI 207.1R.

### **PART 2 PRODUCTS**

#### **2.01 FORMWORK**

- A. Comply with requirements of Section 03 10 00.

#### **2.02 REINFORCEMENT MATERIALS**

- A. Comply with requirements of Section 03 20 00.

#### **2.03 ADMIXTURES**

- A. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.
- B. Air Entrainment Admixture: ASTM C260/C260M.
- C. High Range Water Reducing and Retarding Admixture: ASTM C494/C494M Type G.
- D. High Range Water Reducing Admixture: ASTM C494/C494M Type F.
- E. Water Reducing and Accelerating Admixture: ASTM C494/C494M Type E.
- F. Water Reducing and Retarding Admixture: ASTM C494/C494M Type D.
- G. Accelerating Admixture: ASTM C494/C494M Type C.
- H. Retarding Admixture: ASTM C494/C494M Type B.
- I. Water Reducing Admixture: ASTM C494/C494M Type A.
- J. Shrinkage Reducing Admixture (Only at 1/2" Maximum Aggregate Size Concrete Mix):
  - 1. ASTM C494/C494M, Type S.

#### **2.04 ACCESSORY MATERIALS**

- A. Non-Shrink Cementitious Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.



1. Grout: Comply with ASTM C1107/C1107M.
2. Height Change, Plastic State; when tested in accordance with ASTM C827/C827M:
  - a. Maximum: Plus 4 percent.
  - b. Minimum: Plus 1 percent.
3. Minimum Compressive Strength at 48 Hours, ASTM C109/C109M: 2,000 pounds per square inch.
4. Minimum Compressive Strength at 28 Days, ASTM C109/C109M: 7,000 pounds per square inch.
5. Products containing aluminum powder are not permitted.

## **2.05 BONDING AND JOINTING PRODUCTS**

- A. Latex Bonding Agent: Non-redispersable acrylic latex, complying with ASTM C1059/C1059M, Type II.
  1. Products:
    - a. Euclid Chemical Company; AKKRO-7T: [www.euclidchemical.com/#sle](http://www.euclidchemical.com/#sle).
    - b. SpecChem, LLC; Strong Bond Acrylic Bonder: [www.specchemllc.com/#sle](http://www.specchemllc.com/#sle).
    - c. W. R. Meadows, Inc; ACRY-LOK-: [www.wrmeadows.com/#sle](http://www.wrmeadows.com/#sle).
- B. Waterstops: Rubber, complying with COE CRD-C 513, minimum 6" width, center bulb type profile, preformed corner sections, heat welded jointing.
- C. Slab Isolation Joint Filler: 1/2 inch thick, height equal to slab thickness, with removable top section that will form 1/2 inch deep sealant pocket after removal.
  1. Material: ASTM D1751, cellulose fiber.
  2. Products:
    - a. Nomaco, Inc; Nomaflex Expansion Joint Filler with Void Cap Option: [www.nomaco.com/#sle](http://www.nomaco.com/#sle).
    - b. W. R. Meadows, Inc; Fiber Expansion Joint Filler with Snap-Cap: [www.wrmeadows.com/#sle](http://www.wrmeadows.com/#sle).

## **2.06 CURING MATERIALS**

- A. Moisture-Retaining Sheet: ASTM C171.
  1. Polyethylene film, white opaque, minimum nominal thickness of 4 mil, 0.004 inch.
- B. Water: Potable, not detrimental to concrete.

## **2.07 CONCRETE MIX DESIGN**

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301.
  1. For trial mixtures method, employ independent testing agency acceptable to Architect for preparing and reporting proposed mix designs.
- C. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended or required by manufacturer.
- D. Normal Weight Concrete, Footings, Elevated Slabs and Slab-on-Grade:
  1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 3,000 pounds per square inch.
  2. Fly Ash Content: Maximum 25 percent of cementitious materials by weight.
  3. Water-Cement Ratio: Maximum 55 percent by weight.
  4. Maximum Aggregate Size: 3/4 inch.

## **2.08 MIXING**

- A. Transit Mixers: Comply with ASTM C94/C94M.
- B. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

### **3.02 PREPARATION**

- A. Install temperature gauges and thermal monitoring devices in accordance with Contractor's thermal control plan.
- B. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning and applying bonding agent in according to bonding agent manufacturer's instructions.
  - 1. Use latex bonding agent only for non-load-bearing applications.
- C. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.
- D. Interior Slabs on Grade: Install vapor retarder under interior slabs on grade. Comply with ASTM E1643. Lap joints minimum 6 inches. Seal joints, seams and penetrations watertight with manufacturer's recommended products and follow manufacturer's written instructions. Repair damaged vapor retarder before covering.
  - 1. Granular Fill Over Vapor Retarder: Cover vapor retarder with compactible granular fill as indicated on drawings. Do not use sand.

### **3.03 PLACING CONCRETE**

- A. Place concrete in accordance with ACI 304R.
- B. Place concrete for floor slabs in accordance with ACI 302.1R.
- C. Notify Architect not less than 24 hours prior to commencement of placement operations.
- D. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- E. Monitor thermal/temperature of mass concrete in accordance with ACI 301.
- F. Ensure reinforcement, inserts, waterstops, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.
- G. Place concrete continuously without construction (cold) joints wherever possible; where construction joints are necessary, before next placement prepare joint surface by removing laitance and exposing the sand and sound surface mortar, by sandblasting or high-pressure water jetting.
- H. Finish floors level and flat, unless otherwise indicated, within the tolerances specified below.

### **3.04 SLAB JOINTING**

- A. Locate joints as indicated on drawings.
- B. Anchor joint fillers and devices to prevent movement during concrete placement.
- C. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.
  - 1. Install wherever necessary to separate slab from other building members, including columns, walls, equipment foundations, footings, stairs, manholes, sumps, and drains.
- D. Load Transfer Construction and Contraction Joints: Install load transfer devices as indicated; saw cut joint at surface as indicated for contraction joints.
- E. Saw Cut Contraction Joints: Saw cut joints before concrete begins to cool, within 4 to 12 hours after placing; use 3/16 inch thick blade and cut at least 1 inch deep but not less than one quarter (1/4) the depth of the slab.

### 3.05 FLOOR FLATNESS AND LEVELNESS TOLERANCES

- A. An independent testing agency, as specified in Section 01 40 00, will inspect finished slabs for compliance with specified tolerances.
- B. Minimum F(F) Floor Flatness and F(L) Floor Levelness Values:
  - 1. Exposed to View and Foot Traffic: F(F) of 20; F(L) of 15, on-grade only.
  - 2. Under Carpeting: F(F) of 25; F(L) of 20, on-grade only.
  - 3. Under Thin Resilient Flooring and Thinset Tile: F(F) of 35; F(L) of 25, on-grade only.
- C. Measure F(F) Floor Flatness and F(L) Floor Levelness in accordance with ASTM E1155 (ASTM E1155M), within 48 hours after slab installation; report both composite overall values and local values for each measured section.
- D. Correct the slab surface if composite overall value is less than specified and if local value is less than two-thirds of specified value or less than F(F) 13/F(L) 10.
- E. Correct defects by grinding or by removal and replacement of the defective work. Areas requiring corrective work will be identified. Re-measure corrected areas by the same process.

### 3.06 CONCRETE FINISHING

- A. Repair surface defects, including tie holes, immediately after removing formwork.
- B. Unexposed Form Finish: Rub down or chip off fins or other raised areas 1/4 inch or more in height.
- C. Exposed Form Finish (also, Exposed to view areas): Rub down or chip off and smooth fins or other raised areas 1/4 inch or more in height. Provide finish as follows:
  - 1. Smooth Rubbed Finish: Wet concrete and rub with carborundum brick or other abrasive, not more than 24 hours after form removal.
- D. Concrete Slabs: Finish to requirements of ACI 302.1R, and as follows:
  - 1. Other Surfaces to Be Left Exposed: Trowel as described in ACI 302.1R, minimizing burnish marks and other appearance defects.

### 3.07 CURING AND PROTECTION

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Surfaces Not in Contact with Forms:
  - 1. Slabs and Floors To Receive Adhesive-Applied Flooring: Curing compounds and other surface coatings are usually considered unacceptable by flooring and adhesive manufacturers. If such materials must be used, either obtain the approval of the flooring and adhesive manufacturers prior to use or remove the surface coating after curing to flooring manufacturer's satisfaction.
  - 2. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water ponding, water-saturated sand, water-fog spray, or saturated burlap.
  - 3. Final Curing: Begin after initial curing but before surface is dry.

### 3.08 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 40 00 - Quality Requirements.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.
- C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.
- D. Tests of concrete and concrete materials may be performed at any time to ensure compliance with specified requirements.

- E. Compressive Strength Tests: ASTM C39/C39M, for each test, mold and cure five concrete test cylinders: 2-7 day, 2-28 day, 1-56 day (hold cylinder). Obtain test samples for every 100 cubic yards or less of each class of concrete placed, each day. Contractor shall cast additional cylinders as required for other means and methods or quality control considerations.
- F. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.
- G. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C143/C143M.

### **3.09 DEFECTIVE CONCRETE**

- A. Test Results: The testing agency shall report test results in writing to Architect and Contractor within 24 hours of test.
- B. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.
- C. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.
- D. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect for each individual area.

### **3.10 PROTECTION**

- A. Do not permit traffic over unprotected concrete floor surface until fully cured.

**END OF SECTION**

## SECTION 05 52 13 - PIPE AND TUBE RAILINGS

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Stair railings and guardrails.

#### 1.02 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, anchorage, size and type of fasteners, and accessories.
  - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
  - 2. Include the design engineer's seal and signature on each sheet of shop drawings.
- C. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated within the previous 12 months.

#### 1.03 QUALITY ASSURANCE

- A. Structural Designer Qualifications: Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located, or personnel under direct supervision of such an engineer.
- B. Welder Qualifications: Welding processes and welding operators qualified within previous 12 months.
- C. Fabricator Qualifications:
  - 1. A qualified steel fabricator that is certified by the American Institute for Steel Construction (AISC) under AISC 201.
  - 2. A company specializing in manufacturing products specified in this section, with not less than ten years of documented experience.

### PART 2 PRODUCTS

#### 2.01 RAILINGS - GENERAL REQUIREMENTS

- A. Design, fabricate, and test railing assemblies in accordance with the most stringent requirements of applicable local code.
- B. Distributed Loads: Design railing assembly, wall rails, and attachments to resist distributed force of 75 pounds per linear foot applied to the top of the assembly and in any direction, without damage or permanent set. Test in accordance with ASTM E935
- C. Concentrated Loads: Design railing assembly, wall rails, and attachments to resist a concentrated force of 200 pounds applied at any point on the top of the assembly and in any direction, without damage or permanent set. Test in accordance with ASTM E935
- D. Allow for expansion and contraction of members and building movement without damage to connections or members.
- E. Dimensions: See drawings for configurations and heights.
  - 1. Top Rails and Wall Rails: 1-1/2 inches diameter, round.
  - 2. Intermediate Rails: 1-1/2 inches diameter, round.
  - 3. Posts: 1-1/2 inches diameter, round.
- F. Provide anchors and other components as required to attach to structure, made of same materials as railing components unless otherwise indicated; where exposed fasteners are unavoidable provide flush countersunk fasteners.
  - 1. For anchorage to concrete, provide inserts to be cast into concrete, for bolting anchors.
  - 2. For anchorage to masonry, provide brackets to be embedded in masonry, for bolting anchors.

- G. Provide welding fittings to join lengths, seal open ends, and conceal exposed mounting bolts and nuts, including but not limited to elbows, T-shapes, splice connectors, flanges, escutcheons, and wall brackets.
- H. Welded and Brazed Joints: Make visible joints butt tight, flush, and hairline; use methods that avoid discoloration and damage of finish; grind smooth, polish, and restore to required finish.
  - 1. Ease exposed edges to a small uniform radius.
  - 2. Welded Joints:
    - a. Carbon Steel: Perform welding in accordance with AWS D1.1/D1.1M.
    - b. Stainless Steel: Perform welding in accordance with AWS D1.6/D1.6M.
  - 3. Brass/Bronze Brazed Joints:
    - a. Perform torch brazing in accordance with AWS C3.4M/C3.4.
    - b. Perform induction brazing in accordance with AWS C3.5M/C 3.5.
    - c. Perform resistance brazing in accordance with AWS C3.9M/C3.9.

## **2.02 STEEL RAILING SYSTEM**

- A. Steel Tube: ASTM A500/A500M Grade B cold-formed structural tubing.
- B. Non-Weld Mechanical Fittings: Slip-on, galvanized malleable iron castings, for Schedule 40 pipe, with flush setscrews for tightening by standard hex wrench, no bolts or screw fasteners.
- C. Welding Fittings: Factory- or shop-welded from matching pipe or tube; seams continuously welded; joints and seams ground smooth.
- D. Exposed Fasteners: No exposed bolts or screws.
- E. Straight Splice Connectors: Steel concealed spigots.
- F. Galvanizing: In accordance with requirements of ASTM A123/A123M.
  - 1. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20 Type I - Inorganic.

## **2.03 FABRICATION**

- A. Accurately form components to suit specific project conditions and for proper connection to building structure.
- B. Fit and shop assemble components in largest practical sizes for delivery to site.
- C. Fabricate components with joints tightly fitted and secured. Provide spigots and sleeves to accommodate site assembly and installation.
- D. Welded Joints:
  - 1. Exterior Components: Continuously seal joined pieces by intermittent welds and plastic filler. Drill condensate drainage holes at bottom of members at locations that will not encourage water intrusion.
  - 2. Interior Components: Continuously seal joined pieces by intermittent welds and plastic filler.
  - 3. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive work.

### **3.02 PREPARATION**

- A. Clean and strip primed steel items to bare metal where site welding is required.
- B. Supply items required to be cast into concrete or embedded in masonry with setting templates, for installation as work of other sections.
- C. Apply one coat of bituminous paint to concealed aluminum surfaces that will be in contact with cementitious or dissimilar materials.

### **3.03 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Install components plumb and level, accurately fitted, free from distortion or defects, with tight joints.
- C. Install railings in compliance with ADA Standards for accessible design at applicable locations.
- D. Anchor railings securely to structure.
- E. Conceal anchor bolts and screws whenever possible. Where not concealed, use flush countersunk fastenings.

### **3.04 TOLERANCES**

- A. Maximum Variation From Plumb: 1/4 inch per floor level, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch.
- C. Maximum Out-of-Position: 1/4 inch.

**END OF SECTION**

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## **SECTION 06 10 00 - ROUGH CARPENTRY**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Dimensional lumber framing.
- B. Rough opening framing for doors, windows, and roof openings.
- C. Miscellaneous wood nailers, furring, and grounds.

#### **1.02 SUBMITTALS**

- A. Product Data: Provide technical data on wood preservative materials.

#### **1.03 DELIVERY, STORAGE, AND HANDLING**

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, or installation.

### **PART 2 PRODUCTS**

#### **2.01 GENERAL REQUIREMENTS**

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
  - 2. Lumber of other species or grades is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.

#### **2.02 DIMENSION LUMBER**

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Stud Framing (2 by 2 through 2 by 6 ):
  - 1. Grade: No. 2.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.

#### **2.03 ACCESSORIES**

- A. Fasteners and Anchors:
  - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.

#### **2.04 FACTORY WOOD TREATMENT**

- A. Treated Lumber and Plywood: Comply with requirements of AWWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.

### **PART 3 EXECUTION**

#### **3.01 PREPARATION**

- A. Coordinate installation of rough carpentry members specified in other sections.

#### **3.02 INSTALLATION - GENERAL**

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

**3.03 BLOCKING, NAILERS, AND SUPPORTS**

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to code authorities may be used in lieu of solid wood blocking.
- C. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- D. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- E. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
- F. Provide the following specific non-structural framing and blocking:

**3.04 TOLERANCES**

- A. Framing Members: 1/4 inch from true position, maximum.

**3.05 CLEANING**

- A. Prevent sawdust and wood shavings from entering the storm drainage system.

**END OF SECTION**

## **SECTION 06 20 00 - FINISH CARPENTRY**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Finish carpentry items.

#### **1.02 REFERENCE STANDARDS**

- A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014, with Errata (2018).
- B. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.1; 2017, with Errata (2019).
- C. BHMA A156.9 - American National Standard for Cabinet Hardware; 2015.
- D. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.

#### **1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data:
  - 1. Provide manufacturer's product data, storage and handling instructions for factory-fabricated units.
  - 2. Provide instructions for attachment hardware and finish hardware.

#### **1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver factory-fabricated units to project site in original packages, containers or bundles bearing brand name and identification.
- B. Store finish carpentry items under cover, elevated above grade, and in a dry, well-ventilated area not exposed to heat or sunlight.
- C. Protect from moisture damage.
- D. Handle materials and products to prevent damage to edges, ends, or surfaces.

### **PART 2 PRODUCTS**

#### **2.01 FINISH CARPENTRY ITEMS**

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. Interior Woodwork Items:
  - 1. Moldings, Bases, Casings, and Miscellaneous Trim: Wood and Finish to match existing.

#### **2.02 PLASTIC LAMINATE MATERIALS**

- A. Plastic Laminate: NEMA LD 3; color as selected by Architect to match existing.
- B. Plywood for Supporting Substrate: PS 1 Exterior Grade, A-C Veneer Grade, Minimum 5-ply; minimum 3/4" thick, join lengths using metal splines.

#### **2.03 FASTENINGS**

- A. Adhesive for factory-fabricated units: Manufacturer's recommended adhesive for application.
- B. Fasteners: Of size and type to suit application.
- C. Concealed Joint Fasteners: Threaded steel.

#### **2.04 ACCESSORIES**

- A. Adhesive: Type recommended by fabricator to suit application.
- B. Wood Filler: Solvent base, tinted to match surface finish color.

#### **2.05 HARDWARE**

- A. Hardware: Comply with BHMA A156.9.

- B. Countertop Support Brackets: Fixed, L-shaped, corner reinforced, face-of-wall mounting.

## **2.06 SITE FINISHING MATERIALS**

- A. Stain Materials: Comply with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.

## **2.07 FABRICATION**

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. Cap exposed plastic laminate finish edges with material of same finish and pattern.
- C. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.
- D. Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises. Locate counter butt joints minimum 2 feet from sink cut-outs.

## **2.08 SHOP FINISHING**

- A. Sand work smooth and set exposed nails and screws.
- B. Apply wood filler in exposed nail and screw indentations.

# **PART 3 EXECUTION**

## **3.01 EXAMINATION**

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify architect/owner of unsatisfactory preparation before proceeding.
- C. Verify adequacy of backing and support framing.

## **3.02 INSTALLATION**

- A. Install custom fabrications in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade indicated.
- B. Install factory-fabricated units in accordance with manufacturer's printed installation instructions.
- C. Set and secure materials and components in place, plumb and level.
- D. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

## **3.03 CLEANING**

- A. Clean surfaces thoroughly.

## **3.04 PROTECTION**

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before date of Substantial completion.

## **END OF SECTION**

## **SECTION 08 11 13 - HOLLOW METAL DOORS AND FRAMES**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Thermally insulated hollow metal doors with frames.

#### **1.02 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.
- D. Samples: Submit two samples of metal, 2 by 2 inches in size, showing factory finishes, colors, and surface texture.
- E. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.
- F. Manufacturer's Certificate: Certification that products meet or exceed specified requirements.
- G. Manufacturer's Qualification Statement.
- H. Installer's Qualification Statement.

#### **1.03 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
- C. Maintain at project site copies of reference standards relating to installation of products specified.

#### **1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Comply with NAAMM HMMA 840 or ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion and adverse effects on factory applied painted finish.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Hollow Metal Doors and Frames:
  - 1. Ceco Door, an Assa Abloy Group company: [www.assaabloydss.com](http://www.assaabloydss.com).
  - 2. Krieger Specialty Products: [www.kriegerproducts.com/#sle](http://www.kriegerproducts.com/#sle).
  - 3. Republic Doors, an Allegion brand: [www.republicdoor.com/#sle](http://www.republicdoor.com/#sle).
  - 4. Steelcraft, an Allegion brand: [www.allegion.com/#sle](http://www.allegion.com/#sle).
  - 5. Substitutions: See Section 01 60 00 - Product Requirements.

#### **2.02 PERFORMANCE REQUIREMENTS**

- A. Requirements for Hollow Metal Doors and Frames:
  - 1. Steel Sheet: Comply with one or more of the following requirements; galvanized steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial steel (CS) Type B, for each.
  - 2. Accessibility: Comply with ICC A117.1 and ADA Standards.

3. Exterior Door Top Closures: Flush end closure channel, with top and door faces aligned.
  4. Door Edge Profile: Manufacturers standard for application indicated.
  5. Typical Door Face Sheets: Flush.
  6. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings. Style: Security.
  7. Hardware Preparations, Selections and Locations: Comply with NAAMM HMMA 830 and NAAMM HMMA 831 or BHMA A156.115 and ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
  8. Zinc Coating for Typical Interior and/or Exterior Locations: Provide metal components zinc-coated (galvanized) and/or zinc-iron alloy-coated (galvannealed) by the hot-dip process in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness, unless noted otherwise for specific hollow metal doors and frames.
    - a. Based on SDI Standards: Provide at least A40/ZF120 (galvannealed) when necessary, coating not required for typical interior door applications, and at least A60/ZF180 (galvannealed) for corrosive locations.
- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

### **2.03 HOLLOW METAL DOORS**

- A. Door Finish: Factory finished.
- B. Exterior Doors: Thermally insulated.
  1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
    - a. Level 3 - Extra Heavy-duty.
    - b. Physical Performance Level A, 1,000,000 cycles; in accordance with ANSI/SDI A250.4.
    - c. Model 2 - Seamless.
    - d. Door Face Metal Thickness: 16 gauge, 0.053 inch, minimum.
    - e. Zinc Coating: A60/ZF180 galvannealed coating; ASTM A653/A653M.
  2. Core Material: Polyurethane, 1.8 lbs/cu ft minimum density.
    - a. Foam Plastic Insulation: Manufacturer's standard board insulation with maximum flame spread index (FSI) of 75, and maximum smoke developed index (SDI) of 450 in accordance with ASTM E84, and completely enclosed within interior of door.
  3. Door Thermal Resistance: R-Value of 8.7, minimum, for installed thickness of polyurethane
  4. Door Thickness: 1-3/4 inches, nominal.
  5. Weatherstripping: Integral, recessed into door edge or frame.

### **2.04 HOLLOW METAL FRAMES**

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.
- B. Frame Finish: Same as hollow metal door.
- C. Exterior Door Frames: Full profile/continuously welded type.
  1. Galvanizing: Components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with A60/ZF180 coating.
  2. Frame Metal Thickness: 14 gage, 0.067 inch, minimum.
  3. Weatherstripping: Integral, recessed into frame edge.

- D. Provide mortar guard boxes for hardware cut-outs in frames to be installed in masonry or to be grouted.
- E. Frames in Masonry Walls: Size to suit masonry coursing with head member 4 inches high to fill opening without cutting masonry units.

## **2.05 FINISHES**

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.
- B. Factory Finish: Complying with ANSI/SDI A250.3, baked enamel.
  - 1. Color: As selected by Architect from manufacturer's full range.
- C. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15 mil, 0.015 inch dry film thickness (DFT) per coat; provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

## **2.06 ACCESSORIES**

- A. Mechanical Fasteners for Concealed Metal-to-Metal Connections: Self-drilling, self-tapping, steel with electroplated zinc finish.
- B. Grout for Frames: Mortar grout complying with ASTM C476 with maximum slump of 4 inches as measured in accordance with ASTM C143/C143M for hand troweling in place; plaster grout and thinner pumpable grout are prohibited.
- C. Silencers: Resilient rubber, fitted into drilled hole; provide three on strike side of single door, three on center mullion of pairs, and two on head of pairs without center mullions.
- D. Temporary Frame Spreaders: Provide for factory- or shop-assembled frames.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

### **3.02 PREPARATION**

- A. Coat inside of frames to be installed in masonry or to be grouted, with bituminous coating, prior to installation.

### **3.03 INSTALLATION**

- A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.
- B. Install prefinished frames after painting and wall finishes are complete.
- C. Coordinate frame anchor placement with wall construction.
- D. Touch up damaged factory finishes.

### **3.04 TOLERANCES**

- A. Clearances Between Door and Frame: Comply with related requirements of specified frame standards or custom guidelines indicated in accordance with SDI 117 or NAAMM HMMA 861.
- B. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

### **3.05 ADJUSTING**

- A. Adjust for smooth and balanced door movement.

## **END OF SECTION**

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## **SECTION 09 21 16 - GYPSUM BOARD ASSEMBLIES**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Metal stud wall framing.
- B. Acoustic insulation.
- C. Gypsum wallboard.
- D. Joint treatment and accessories.

#### **1.02 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination: Coordinate the installation of gypsum board assemblies with size, location, and installation of service utilities.
- B. Sequencing: Install service utilities in an orderly and expeditious manner.

#### **1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.
  - 1. Provide data on metal framing, gypsum board, accessories, and joint finishing system.

#### **1.04 QUALITY ASSURANCE**

- A. Installer Qualifications: Company specializing in performing gypsum board installation and finishing, with minimum 3 years of experience.
- B. Documents at Project Site: Maintain at the project site a copy of manufacturer's instructions, erection drawings, and shop drawings.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Store gypsum products and accessories indoors and keep above freezing. Elevate boards above floor, on nonwicking supports, in accordance with manufacturer's recommendations.
- B. Store metal products to prevent corrosion.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

#### **1.07 FIELD CONDITIONS**

- A. Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

### **PART 2 PRODUCTS**

#### **2.01 GYPSUM BOARD ASSEMBLIES**

- A. Provide completed assemblies complying with ASTM C840 and GA-216.

## **2.02 METAL FRAMING MATERIALS**

- A. Steel Sheet: ASTM A1003/A1003M, subject to the ductility limitations indicated in AISI S240.
- B. Nonstructural Framing System Components: AISI S220; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/120 at 5 psf.
  - 1. Studs: C-shaped with knurled or embossed faces.

## **2.03 BOARD MATERIALS**

- A. Manufacturers - Gypsum-Based Board:
  - 1. American Gypsum Company: [www.americangypsum.com](http://www.americangypsum.com).
  - 2. Georgia-Pacific Gypsum: [www.gpgypsum.com](http://www.gpgypsum.com).
  - 3. National Gypsum Company: [www.nationalgypsum.com/#sle](http://www.nationalgypsum.com/#sle).
  - 4. USG Corporation: [www.usg.com](http://www.usg.com).
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
  - 1. Application: Use for vertical surfaces, unless otherwise indicated.
  - 2. Thickness:
    - a. Vertical Surfaces: 5/8 inch.
  - 3. Long Edges: Tapered.

## **2.04 GYPSUM BOARD ACCESSORIES**

- A. Acoustic Insulation: ASTM C665; preformed glass fiber, friction fit type, unfaced. Thickness: as indicated on drawings.
- B. Beads, Joint Accessories, and Other Trim: ASTM C1047, galvanized steel, unless noted otherwise.
  - 1. Rigid Corner Beads: Low profile, for 90 degree outside corners.
- C. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
  - 1. Paper Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
  - 2. Joint Compound: Drying type, vinyl-based, ready-mixed or field-mixed.
- D. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inches in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion-resistant.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that project conditions are appropriate for work of this section to commence.

### **3.02 FRAMING INSTALLATION**

- A. Metal Framing: Install in accordance with AISI S220 and manufacturer's instructions.
- B. Studs: Space studs as indicated.
- C. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jams.
- D. Blocking: Install mechanically fastened steel channel blocking for support of:
  - 1. Framed openings.
  - 2. Wall-mounted door hardware.

### **3.03 BOARD INSTALLATION**

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.

- B. Single-Layer Nonrated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
- C. Installation on Metal Framing: Use screws for attachment of gypsum board.
- D. Installation on Wood Framing: For nonrated assemblies, install as follows:
  - 1. Single-Layer Applications: Screw attachment.

### **3.04 INSTALLATION OF TRIM AND ACCESSORIES**

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
  - 1. Not more than 30 feet apart on walls and ceilings over 50 feet long.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.

### **3.05 JOINT TREATMENT**

- A. Paper Faced Gypsum Board: Use paper joint tape, embed with drying type joint compound and finish with drying type joint compound.
- B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
  - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
- C. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
  - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.
  - 2. Taping, filling, and sanding are not required at surfaces behind adhesive applied ceramic tile and fixed cabinetry.
  - 3. Taping, filling, and sanding are not required at base layer of double-layer applications.

### **3.06 TOLERANCES**

- A. Protect installed gypsum board assemblies from subsequent construction operations.
- B. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

### **3.07 PROTECTION**

**END OF SECTION**

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## SECTION 09 91 23 - INTERIOR PAINTING

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
  - 5. Stainless steel, anodized aluminum, bronze, terne coated stainless steel, and lead items.
  - 6. Marble, granite, slate, and other natural stones.
  - 7. Floors, unless specifically indicated.
  - 8. Ceramic and other tiles.
  - 9. Glass.
  - 10. Acoustical materials, unless specifically indicated.
  - 11. Concealed pipes, ducts, and conduits.

#### 1.02 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. MPI product number (e.g. MPI #47).
  - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
  - 4. Manufacturer's installation instructions.
  - 5. If proposal of substitutions is allowed under submittal procedures, explanation of substitutions proposed.
- C. Samples: Submit two paper chip samples, in size illustrating range of colors and textures available for each surface finishing product scheduled.
- D. Certification: By manufacturer that paints and finishes comply with VOC limits specified.
- E. Manufacturer's Instructions: Indicate special surface preparation procedures and substrate conditions requiring special attention.
- F. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
  - 2. Label each container with color in addition to the manufacturer's label.

### **1.03 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified approved by manufacturer.

### **1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

### **1.05 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply materials when relative humidity exceeds 85 percent; at temperatures less than 5 degrees F above the dew point; or to damp or wet surfaces.
- D. Minimum Application Temperatures for Paints: 50 degrees F for interiors unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Provide paints and finishes from the same manufacturer to the greatest extent possible.
  - 1. In the event that a single manufacturer cannot provide specified products, minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.
  - 2. Substitution of other products by the same manufacturer is preferred over substitution of products by a different manufacturer.
- B. Paints:
  - 1. Base Manufacturer: Sherwin Williams.
  - 2. Behr Process Corporation: [www.behr.com/#sle](http://www.behr.com/#sle).
  - 3. Benjamin Moore & Co.
  - 4. PPG Paints: [www.ppgpaints.com/#sle](http://www.ppgpaints.com/#sle).
  - 5. Valspar Corporation: [www.valsparpaint.com/#sle](http://www.valsparpaint.com/#sle).
- C. Primer Sealers: Same manufacturer as top coats.

### **2.02 PAINTS AND FINISHES - GENERAL**

- A. Paints and Finishes: Ready mixed, unless intended to be a field-catalyzed paint.
  - 1. Where MPI paint numbers are specified, provide products listed in Master Painters Institute Approved Product List, current edition available at [www.paintinfo.com](http://www.paintinfo.com), for specified MPI categories, except as otherwise indicated.
  - 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
  - 3. Supply each paint material in quantity required to complete entire project's work from a single production run.

4. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Flammability: Comply with applicable code for surface burning characteristics.
- C. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- D. Colors: To be selected from manufacturer's full range of available colors.
  1. Selection to be made by Owner after award of contract. Colors, if indicated on drawings, are basis of design and subject to change.
  2. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.
  3. Extend colors to surface edges; colors may change at any edge as directed by Architect.

### **2.03 PAINT SYSTEMS - INTERIOR**

- A. Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board.
  1. Two top coats and one coat primer.
  2. Top Coat(s): Interior Latex; MPI #43, 44, 52, 53, 54, or 114.
    - a. Products:
      - 1) Sherwin-Williams ProMar 200 Zero VOC Interior Latex, Eg-Shel. (MPI #52)
  3. Top Coat Sheen:
    - a. Eggshell: MPI gloss level 3; use this sheen at all locations, unless otherwise noted.
  4. Primer: As recommended by top coat manufacturer for specific substrate.

### **2.04 PRIMERS**

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.

### **2.05 ACCESSORY MATERIALS**

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Do not begin application of paints and finishes until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums, refer to manufacturer recommendations for additional information:
  1. Gypsum Wallboard: 12 percent.

### **3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
- F. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

### **3.03 APPLICATION**

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- E. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

### **3.04 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

### **3.05 PROTECTION**

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

### **END OF SECTION**



CONTRACT DOCUMENTS FOR:

# Palatka City Hall - Emergency Egress and Commission Chambers Millwork Upgrades

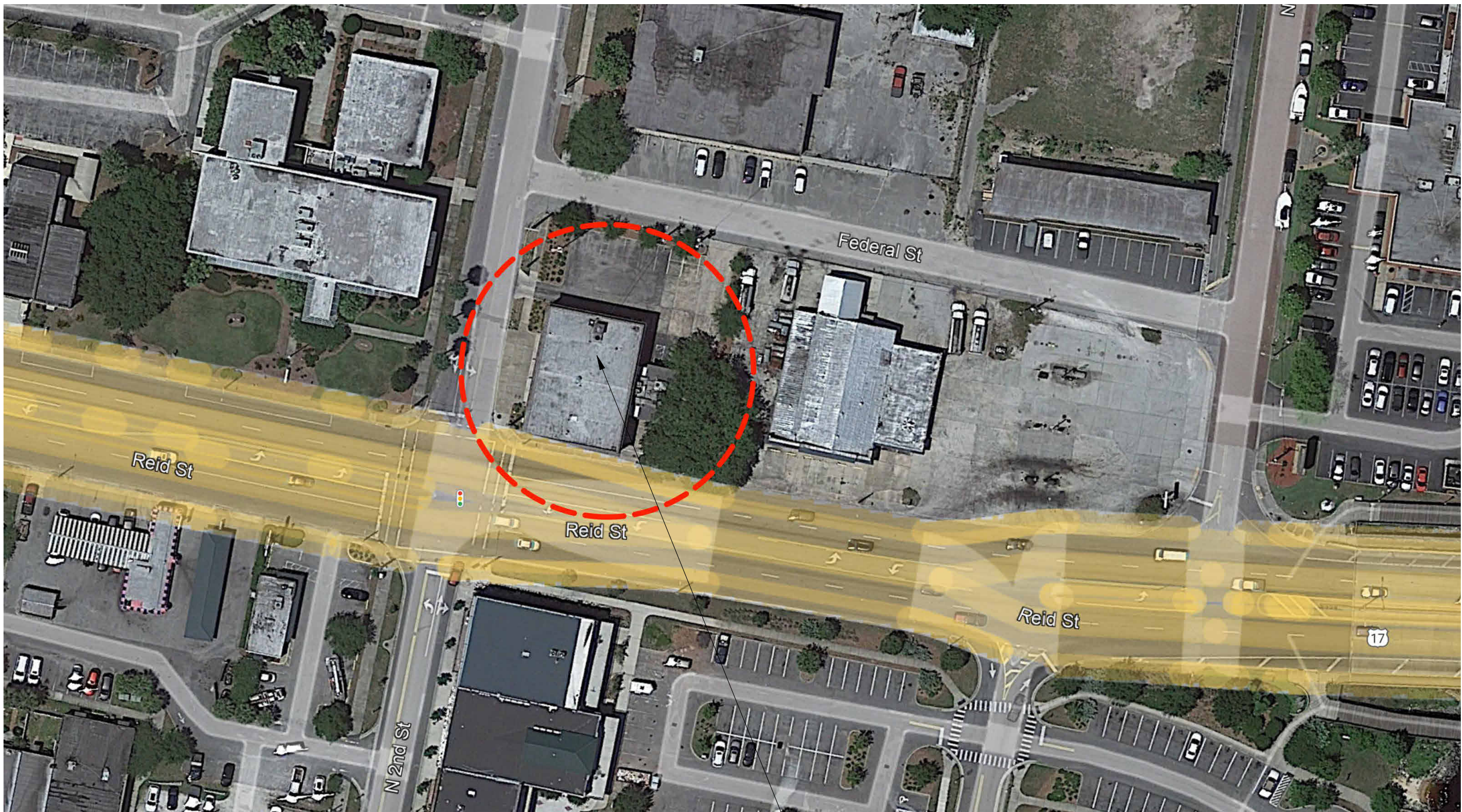
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201 N 2nd St.  
Palatka, FL 32177

MAY 3, 2024

DRAWING INDEX:

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LOCATION MAP:

PROJECT LOCATION



CLIENT:  
CITY OF PALATKA, CITY HALL  
201 N 2ND ST, PALATKA, FL 32177  
(386)-329-0100

ARCHITECT:  
**PASSERO**  
architecture engineering  
4730 CASA COLA WAY, SUITE 200 (904) 757-6106  
ST. AUGUSTINE, FL 32095



GENERAL NOTES:

1. THE PLANS ARE BASED UPON INFORMATION FURNISHED TO THE ARCHITECT BY THE OWNER, CONSISTING OF DRAWINGS PREPARED BY OTHERS. THESE PLANS HAVE BEEN MODIFIED TO REFLECT ACTUAL CONDITIONS BASED ON LIMITED FIELD OBSERVATIONS. TO THE BEST OF THE ARCHITECT'S KNOWLEDGE AND BELIEF, THE INFORMATION ON THESE DRAWINGS IS BELIEVED TO BE ACCURATE. THE ARCHITECT DOES NOT GUARANTEE ITS ACCURACY.
2. THE CONTRACTOR SHALL VISIT THE JOB SITE TO FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS. THEY SHALL IMMEDIATELY NOTIFY THE ARCHITECT, IN WRITING, IF ANY DISCREPANCIES OR INCONSISTENCIES EXIST. FAILURE TO VERIFY THE EXISTING CONDITIONS SHALL NOT RELIEVE THE CONTRACTOR OF ANY EXPENSES OR RESPONSIBILITIES RESULTING FROM THAT FAILURE.
3. WHERE CONCRETE SLABS, WALL PARTITIONS AND OTHER SURFACES ARE TO BE REMOVED, SURFACES THAT ARE TO REMAIN SHALL BE REPAIRED AND PATCHED. THE CONTRACTOR SHALL PREPARE EXISTING CONDITIONS TO RECEIVE NEW WORK AND MATCH EXISTING ADJACENT SURFACES.
4. ANY DISRUPTION IN THE CONTINUITY OF EXISTING UTILITY LINES WITHIN THE FACILITIES SITE SHALL BE COORDINATED WITH OWNER, GIVING 72 HOURS NOTICE PRIOR TO ANY DISRUPTION AND SHALL BE RESTORED IMMEDIATELY.
5. GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL COMPLETE ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF APPLICABLE LAWS, CODES, REGULATIONS, SAFETY STANDARDS.
6. THIS CONTRACT REQUIRES COMPLETE, FINISHED WORKABLE PROJECT OF THE AREAS INDICATED BY THE CONTRACT DOCUMENTS, AND SHALL INCLUDE ALL MATERIALS AND LABOR NECESSARY TO COMPLETE SAME, REGARDLESS OF WHETHER OR NOT EACH AND EVERY NECESSARY WORK OR ITEM IS SPECIFICALLY INDICATED ON ANY OTHER PORTION OF THE DRAWING AND/OR NOTES.
7. WHERE MATERIALS REFERENCED ON DRAWINGS ARE NECESSARY TO COMPLETE THE WORK OF THIS CONTRACT SPECIFIED HEREIN, PROVIDE BEST QUALITY MATERIALS. WHERE MATERIALS ARE INTENDED TO MATCH EXISTING, PROVIDE CLOSEST POSSIBLE MATCH, SUBJECT TO OWNER'S APPROVAL. ALL ITEMS AND WORK ON DRAWINGS ARE NEW, UNLESS INDICATED EXISTING. ALL WORK WHICH HAS BEEN DAMAGED SHALL BE REPAIRED OR REPLACED. WHERE ITEM CANNOT BE REPAIRED TO A "NEW CONDITION", OR WHERE THE STURCTURAL INTEGRITY HAS BEEN AFFECTED, ITEM SHALL BE REPLACED, AT NO COST TO THE OWNER.
8. WOOD USED FOR BLOCKING OR OTHER PURPOSES ON OR ABOVE THE ROOF DECK, WITHIN 2'-0" OF GRADE AND OTHER LOCATIONS OUTSIDE THE BUILDING ENVELOPE, WHERE EXPOSED TO THE WEATHER, SHALL BE PRESSURE TREATED TYPE (P.T.P).
9. UNLESS OTHERWISE SHOWN, FOOTINGS SHALL BEAR ON FIRM, LEVEL AND UNDISTURBED NATURAL SOIL OR SOLID ROCK, BEARING GRADE SHALL BE FREE OF WATER, FROST, ROCKS, MATERIALS THAT COULD DECOMPOSE AND OR OTHER LOOSE MATERIALS.
10. EXTERIOR PERIMETER OF ALL WINDOWS, DOORS FRAMES, LOUVERS OR OTHER ITEMS INSERTED IN AN EXTERIOR WALL SHALL BE SEALED WEATHER TIGHT WHETHER INDICATED ON DRAWINGS OR NOT.
11. CONTRACTOR SHALL COORDINATE STAGING AREAS WITH OWNER.
12. THE CONTRACTOR SHALL MAINTAIN A SAFE ENVIRONMENT DURING ALL PHASES OF CONSTRUCTION.
13. THE CONTRACTOR SHALL CLEAR THE PROJECT SITE OF ALL TRASH, RUBBISH AND DEBRIS DAILY, DISPOSE OF ALL WASTE MATERIAL IN A LEGAL MANNER. CONTRACTOR SHALL SUPPLY HIS OWN DUMPSTER AT LOCATION AS DIRECTED BY OWNER.
14. THE CONTRACTOR SHALL MAINTAIN THE INTEGRITY OF OTHER SYSTEMS INSIDE THE SCOPE OF WORK DURING CONSTRUCTION.
15. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS. THE CONTRACTOR SHALL VERIFY THAT THE PROPOSED DETAILS CAN BE FABRICATED AND INSTALLED IN ACCORDANCE WITH ALL PERTINENT CODES, REGULATIONS AND SAFETY STANDARDS.
16. DUE TO THE NATURE OF WORK INVOLVED IN REMODELING, UNFORESEEABLE CONDITIONS MAY ARISE DURING CONSTRUCTION. ANY UNFORESEEN CONDITION THAT AFFECTS THE PROGRESS OF THE WORK SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT FOR REVIEW.
17. ANY EXISTING EQUIPMENT OR BUILDING COMPONENTS NOT TO BE REUSED MUST BE COMPLETELY REMOVED AND DISPOSED OF PROPERLY.
18. PERFORM ALL CONSTRUCTION AND ARRANGE FOR MATERIALS AND EQUIPMENT DELIVERY IN ACCORDANCE WITH THE REQUIREMENTS OF OWNER.
19. THE CONTRACTOR SHALL INCLUDE ALL COSTS ASSOCIATED WITH MATERIAL HANDLING, STORAGE AND DELIVERY.
20. NO ANIMALS ALLOWED ON THE JOB SITE.

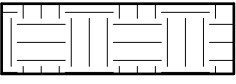
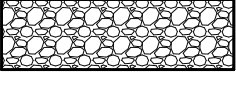
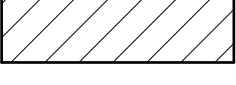
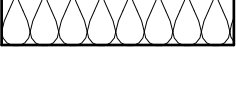
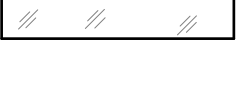
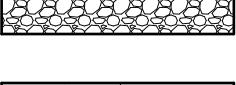
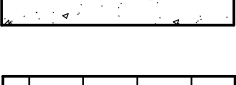
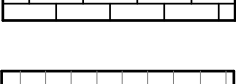
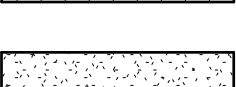
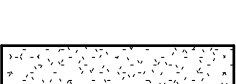
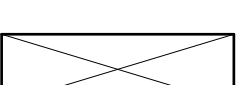
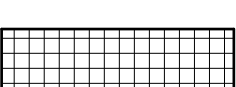
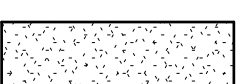
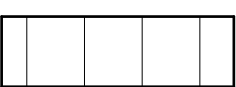
GENERAL DEMOLITION NOTES:

1. CONTRACTOR SHALL PROVIDE HIS OWN DUMPSTER FOR TRASH REMOVAL FROM ALL TRADES AND ALL WORK RELATING TO THIS PROJECT. THE CONTRACTOR SHALL NOT BE ALLOWED TO USE EXISTING DUMPSTER ON SITE. DEMOLITION DEBRIS SHALL BE DISPOSED STRICTLY IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL AUTHORITIES REQUIREMENTS.
2. DO NOT SAW CUT INTO OR REMOVE STRUCTURAL WALLS, COLUMNS AND BEAMS. EXPOSE ALL STRUCTURAL LOAD BEARING CONDITIONS FOR ARCHITECT'S OBSERVATION.
3. IF DURING DEMOLITION, THE EXISTING STRUCTURE IS FOUND TO CONTAIN ASBESTOS OR LEAD, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH THE PROVISIONS OF S.469.003 FLORIDA STATUTES TO REMOVE ASBESTOS AND/OR LEAD, WHEN APPLICABLE, AND IN ACCORDANCE WITH STATE AND FEDERAL LAW.
4. CONTRACTOR SHALL OBTAIN ALL NECESSARY APPROVALS AND/OR PERMITS BEFORE COMMENCING WORK FROM PROPER AUTHORITIES HAVING JURISDICTION.
5. THE DEMOLITION PLANS ARE GENERAL IN NATURE AND DO NOT ATTEMPT TO INDICATE SMALLER INDIVIDUAL ITEMS WHICH MAY ALSO NEED TO BE REMOVED. THEREFORE, THE CONTRACTOR SHALL VISIT THE SITE TO DETERMINE WHETHER SUCH NON-SPECIFIED ITEMS EXIST AND ARE TO BE REMOVED TO ACHIEVE THE OVERALL INTENT. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS INCLUDING STRUCTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING, AND REPORT ANY DISCREPANCIES TO THE ARCHITECT.
6. DURING DEMOLITION THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFE STABILITY OF THE STRUCTURE UNTIL THE OPERATION IS COMPLETE. ANY OBSERVATION BY THE ARCHITECT DOES NOT RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITY TO PROVIDE FOR SAFETY AND PROTECTION OF PERSONS AND PROPERTY.
7. PROTECT ALL EXISTING AREAS AND/OR ITEMS NOT INCLUDED FOR DEMOLITION FROM DUST AND DAMAGE, BY USE OF WATER MISTING, TEMPORARY ENCLOSURES OR OTHER SUITABLE METHODS. ANY DAMAGE OCCURRING DURING DEMOLITION SHALL BE FIXED OR REPLACED BY THE CONTRACTOR TO THE SATISFACTION OF THE ARCHITECT, TO MATCH EXISTING AT NO ADDITIONAL COST TO THE OWNER.
8. CONTRACTOR IS ADVISED THAT THERE MAY BE CONCEALED PIPELINES, ELECTRICAL, TELEPHONE, CABLE WIRES, COLUMNS, BEAMS OR OTHER STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING ITEMS, ETC. ALTHOUGH THE DOCUMENTS PRODUCED BY THE ARCHITECT AND ENGINEERS ARE BELIEVED TO BE SUBSTANTIALLY CORRECT, THE ARCHITECT, ENGINEERS AND OWNER DO NOT GUARANTEE THE LOCATION OR EXISTENCE OR CONDITION OF ANY CONCEALED ITEMS. CONTRACTOR MUST PROCEED WITH CAUTION DURING DEMOLITION AND MUST MAKE THEIR OWN DETERMINATION, MEASUREMENTS AND EVALUATION OF THE WORKING CONDITION OF EXISTING CONCEALED ITEMS. ANY ENVIRONMENTALLY SENSITIVE MATERIAL, ENCOUNTERED DURING DEMOLITION SHALL BE REPORTED IN WRITING TO OWNER AND DISPOSED OF IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS.
9. PRIOR TO DEMOLITION THE CONTRACTOR SHALL WALK THE SITE AND PROVIDE A WRITTEN LIST, PHOTOGRAPHS AND/OR VIDEOTAPES OF ANY DAMAGE TO EXISTING FINISHES, MISSING EQUIPMENT, NON-OPERABLE EQUIPMENT, ANY WATER DAMAGE, ETC.

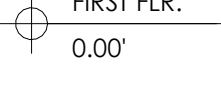
FIRE PROTECTION DURING CONSTRUCTION:

- FIRE PROTECTION DURING CONSTRUCTION:**
- FIRE PROTECTION DURING CONSTRUCTION - FLORIDA FIRE PREVENTION CODE LATEST EDITION:
    - STRUCTURES UNDERGOING CONSTRUCTION, ALTERATION, OR DEMOLITION OPERATIONS, INCLUDING THOSE IN UNDERGROUND LOCATIONS, SHALL COMPLY WITH NFPA 241, STANDARD FOR SAFEGUARDING CONSTRUCTION, ALTERATION, AND DEMOLITION OPERATIONS, AND THIS CHAPTER.
    - THE SUITABILITY, DISTRIBUTION, AND MAINTENANCE OF EXTINGUISHERS SHALL BE IN ACCORDANCE WITH SECTION 13.6, [241:7.7.1]
    - AT LEAST ONE APPROVED FIRE EXTINGUISHER ALSO SHALL BE PROVIDED IN PLAIN SIGHT ON EACH FLOOR AT EACH USABLE STAIRWAY AS SOON AS COMBUSTIBLE MATERIAL ACCUMULATES. [241:7.7.4]
    - SUITABLE FIRE EXTINGUISHERS SHALL BE PROVIDED ON SELF-PROPELLED EQUIPMENT. [241:7.7.5]
    - A WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ACCUMULATES. [241:8.7.2.1]
  - FLAMMABLE AND COMBUSTIBLE LIQUIDS AND FLAMMABLE GASES - FLORIDA FIRE PREVENTION CODE LATEST EDITION:
    - STORAGE OF FLAMMABLE AND COMBUSTIBLE LIQUIDS SHALL BE IN ACCORDANCE WITH CHAPTER 66, UNLESS OTHERWISE MODIFIED BY 16.2.3. [241:5.5.1.1]
    - STORAGE OF CLASS I AND CLASS II LIQUIDS SHALL NOT EXCEED 60 GAL. (227 L) WITHIN 50 FT (15 M) OF THE STRUCTURE. [241:5.5.1.2]
    - STORAGE AREAS SHALL BE KEPT FREE OF WEEDS, DEBRIS, AND COMBUSTIBLE MATERIAL NOT NECESSARY TO THE STORAGE. [241:5.5.1.3]
    - OPEN FLAMES AND SMOKING SHALL NOT BE PERMITTED IN FLAMMABLE AND COMBUSTIBLE LIQUIDS STORAGE AREAS. [241:5.5.1.4]
    - SUCH STORAGE AREAS SHALL BE APPROPRIATELY POSTED AS "NO SMOKING" AREAS. [241:5.5.1.5]
    - CLASS I AND CLASS II LIQUIDS SHALL BE KEPT IN APPROVED SAFETY CONTAINERS. [241:5.5.2.2]
    - CLASS I LIQUIDS SHALL BE DISPENSED ONLY WHERE THERE ARE NO OPEN FLAMES OR OTHER SOURCES OF IGNITION WITHIN THE POSSIBLE PATH OF VAPOR TRAVEL. [241:5.5.2.4]

MATERIALS SYMBOLS

- EARTH/COMPACT FILL
- ROCK
- BRICK (PLAN/SECTION)
- METALS (SECTION)
- PLYWOOD
- BATT/LOOSE INSUL.
- GLASS (ELEVATION)
- POROUS FILL/GRAVEL
- CONCRETE (PLANS/SECTIONS)
- BRICK (ELEVATION)
- ARCHITECTURAL ROOF SHINGLES
- WOOD, FINISHED
- CERAMIC TILE (ELEV)
- SPRAY FIREPROOF (AROUND MEMBER)
- SAND/MORTAR PLASTER (SECT.)
- CONCRETE BLK.
- WOOD BLOCKING (SECTION)
- RIGID INSUL.
- PLASTER/PLAS BD. EFS (ELEV.)
- GLASS BLOCK

GRAPHIC SYMBOLS

- ROOM NAME/NUMBER INDICATOR
- WORK POINT ELEV/FIN. FLOOR, ROOF)
- COLUMN NO. (NEW)
- COLUMN NO. (EXISTING)
- CENTER LINE
- WINDOW/FRAME TYPE
- DOOR NUMBER
- WALL TYPE FIRE RATING
- WALL TYPE ONLY
- REVISION
- NORTH ARROW
- INTERIOR ELEVATION INDICATOR
- ELEV. NUMBER
- SHEET LOCATED
- INDICATED # OF VIEW
- WALL SECTION INDICATOR
- NO. OF SECTION
- SHEET LOCATED ON
- PLAN DETAIL INDICATOR
- NO. OF SECTION
- PLAN DETAILS
- NO. OF SECTION
- SHEET LOCATED ON
- REVISION
- DATE IN REVISED PORTION OF SHT.
- NEW DOOR
- EXISTING DOOR
- DOOR REMOVED

ABBREVIATIONS

|        |                     |        |                             |       |                                       |        |                         |
|--------|---------------------|--------|-----------------------------|-------|---------------------------------------|--------|-------------------------|
| AFF    | ABOVE FINISH FLOOR  | CONC   | CONCRETE                    | EXPJ  | EXPANSION JOINT                       | HM     | HOLLOW METAL            |
| AD     | ACCESS DOOR         | CMU    | CONCRETE MASONRY UNIT       | EXPD  | EXPOSED                               | ID     | INSIDE DIAMETER         |
| ACT    | ACOUSTICAL TILE     | CONSTR | CONSTRUCTION                | EXTN  | EXTENSION                             | IBC    | INSTALLED BY CONTRACTOR |
| ADD    | ADDENDUM            | CLL    | CONTACT LIMIT LINE          | EXT   | EXTERIOR                              | INS_GL | INSULATED GLASS         |
| ADJ    | ADJACENT            | CONT   | CONTINUOUS                  | FACT  | FACTORY                               | INSUL  | INSULATION              |
| A/C    | AIR CONDITIONING    | CNTOR  | CONTRACTOR                  | FCU   | FAN COIL UNIT                         | INT    | INTERIOR                |
| ALT    | ALTERNATE           | CJ     | CONTROL JOINT               | FIN   | FINISHED                              | INV    | INVERT                  |
| ALUM   | ALUMINUM            | CG     | CORNER GUARD                | FA    | FIRE ALARM                            | JAN    | JANITOR                 |
| AB     | ANCHOR BOLT         | CNTR   | COUNTER                     | FE    | FIRE EXTINGUISHER                     | JT     | JOINT                   |
| APPROX | APPROXIMATE         | CS     | COUNTER SINK                | FP    | FIRE PROOFING                         | LAM    | LAMINATED               |
| ARCH   | ARCHITECTURAL       | CRS    | COURSE                      | FR    | FIRE RESISTANT                        | LAV    | LAVATORY                |
| ATTN   | ATTENUATION         | DEMO   | DEMOLISH                    | FLR   | FLOOR                                 | LH     | LEFT HAND               |
| AUTO   | AUTOMATIC           | DET    | DETAIL                      | FD    | FLOOR DRAIN                           | LCT    | LENGTH                  |
| BM     | BEAM                | DIAG   | DIAGONAL                    | FL    | FLUSH                                 | LGT    | LIGHT                   |
| BRG    | BEARING             | DIA    | DIAMETER                    | FT    | FOOT                                  | LTWT   | LIGHT WEIGHT            |
| BIT    | BITUMINOUS          | DIM    | DIMENSION                   | FTG   | FOOTING                               | LF     | LINEAR FEET             |
| BLK    | BLOCK               | DO     | DITTO                       | FDTN  | FOUNDATION                            | LL     | LIVE LOAD               |
| BLKG   | BLOCKING            | DR     | DOOR                        | FO    | FRAME OPENING                         | LOC    | LOCATION                |
| BD     | BOARD               | DBL    | DOUBLE                      | FBC   | FURNISHED BY CONTRACTOR               | LH     | LONG LEG HORIZONTAL     |
| BOT    | BOTTOM              | DN     | DOWN                        | FBO   | FURNISHED BY OWNER                    | LLV    | LONG LEG VERTICAL       |
| BRK    | BRICK               | DWG    | DRAWING                     | FUR   | FURRING                               | LP     | LOW POINT               |
| BC     | BRICK COURSE        | EA     | EACH                        | GA    | GAGE                                  | MH     | MANHOLE                 |
| BEJ    | BRICK EXPANS. JOINT | EWG    | ELECTRIC WATER COOLER       | GALV  | GALVANIZED                            | MFR    | MANUFACTURER            |
| BLDG   | BUILDING            | ELEC   | ELECTRICAL                  | GC    | GENERAL CONTRACTOR                    | MAS    | MASONRY                 |
| BUR    | BUILT-UP ROOFING    | EL     | ELEVATION                   | GL    | GLASS                                 | MO     | MASONRY OPENING         |
| CAB    | CABINET             | ELEV   | ELEVATOR                    | GB    | GRAB BAR                              | MATL   | MATERIAL                |
| CH     | CABINET HEATER      | EMERG  | EMERGENCY                   | CWB   | GYPSUM WALL BOARD                     | MAX    | MAXIMUM                 |
| CSW    | CASEWORK            | ENCL   | ENCLOSURE                   | HDCP  | HANDICAP                              | MECH   | MECHANICAL              |
| CLG    | CEILING             | EQ     | EQUAL                       | HDW   | HARDWARE                              | MTP    | METAL TOILET PARTITION  |
| CTR    | CENTER              | EQUIP  | EQUIPMENT                   | MTL/S | METALS                                | MIN    | MINIMUM                 |
| C/L    | CENTER LINE         | EO     | EQUIPMENT BY OWNER          | HTG   | HEATING                               | MISC   | MISCELLANEOUS           |
| CMT    | CERAMIC MOSAIC TILE | EXF    | EXHAUST FAN                 | HVAC  | HEATING, VENTILATION AIR CONDITIONING | MOD    | MODULAR                 |
| CT     | CERAMIC TILE        | EXIST  | EXISTING                    | HGT   | HEIGHT                                | MHP    | MOP HOPPER              |
| CLR    | CLEAR               | EATD   | EXIT ACCESS TRAVEL DISTANCE |       |                                       | NAT    | NATURAL                 |
| CW     | COLD WATER          | EXP    | EXPANSION                   |       |                                       |        |                         |
| COL    | COLUMN              |        |                             |       |                                       |        |                         |

|        |                             |         |                         |        |                        |
|--------|-----------------------------|---------|-------------------------|--------|------------------------|
| NRC    | NOISE REDUCTION COEFFICIENT | RAD     | RADIUS                  | TEL    | TELEPHONE              |
| NOM    | NOMINAL                     | RWL     | RAIN WATER LEADER       | TV     | TELEVISION             |
| NIC    | NOT IN CONTRACT             | RECPT   | RECEPTACLE (ELECTRIC)   | TEMP   | TEMPERATURE, TEMPORARY |
| NTS    | NOT TO SCALE                | REF     | REINFORCE (D) (ING)     | TEMPGL | TEMPERED GLASS         |
| NO.#   | NUMBER                      | RCP     | REINFORCE CONCRETE PIPE | TEX    | TEXTURE                |
| OC     | ON CENTER                   | REQD    | REQUIRED                | THK    | THICKNESS              |
| OPNG   | OPENING                     | RESIL   | RESILIENT               | TOIL   | TOILET                 |
| OPP    | OPPOSITE                    | RET     | RETURN                  | T&G    | TONGUE AND GROOVE      |
| OPH    | OPPOSITE HAND               | RA      | RETURN AIR              | TOS    | TOP OF STEEL           |
| OD     | OUTSIDE DIAMETER            | REV     | REVISION, REVISED       | TOW    | TOP OF WALL            |
| OA     | OVERALL                     | RH      | RIGHT HAND              | TYP    | TYPICAL                |
| OH     | OVERHEAD                    | RW      | RIGHT OF WAY            | UC     | UNDERCUT               |
| PNT    | PAINTED                     | R       | RISER                   | UG     | UNDERGROUND            |
| PN     | PANEL                       | RD      | ROOF DRAIN              | UH     | UNIT HEATER            |
| PBD    | PARTIAL BOARD               | RM      | ROOM                    | UV     | UNIT VENTILATOR        |
| PLAS   | PLASTER                     | RO      | ROUGH OPENING           | UR     | URINAL                 |
| PLAM   | PLASTIC LAMINATE            | SECT    | SECTION                 | VTR    | VENT THROUGH ROOF      |
| PLGL   | PLATE GLASS                 | SS      | SERVICE SINK            | VENT   | VENTILATOR             |
| PLUB   | PLUMBING                    | SHT     | SHEET                   | VIF    | VERIFY IN FIELD        |
| PLYWD  | PLYWOOD                     | SIM     | SIMILAR                 | VERT   | VERTICAL               |
| POL    | POLISHED                    | SPKR    | SPEAKER                 | VEST   | VESTIBULE              |
| PPGL   | POLISHED PLATE GLASS        | SPEC    | SPECIFICATIONS          | VCT    | VINYL COMPOSITION TILE |
| PVP    | POLYVINYL CHLORIDE          | SQ      | SQUARE                  | VWC    | VINYL WALL COVERING    |
| PCF    | POUNDS PER CUBIC FEET       | SST     | STAINLESS STEEL         | WSCOT  | WAINSCOT               |
| PLF    | POUNDS PER LINEAR FEET      | SP      | STAND PIPE              | WC     | WATER CLOSET           |
| PSF    | POUNDS PER SQUARE FEET      | STD     | STANDARD                | WR     | WATER REPELLANT        |
| PSL    | POUNDS PER SQUARE INCH      | STL     | STEEL                   | WS     | WEATHER STRIP          |
| PCP    | PRECAST CONCRETE PANEL      | SD      | STORM DRAIN             | WGT    | WEIGHT                 |
| PREFAB | PREFABRICATED               | STORM   | STORM SEWER             | WWF    | WELDED WIRE FABRIC     |
| PREF   | PREFINISHED                 | STRUCTL | STRUCTURAL              | WGL    | WIRE GLASS             |
| PR     | PRIMED                      | SGT     | STRUCTURAL GLAZED TILE  | W/O    | WITHOUT                |
| PROJ   | PROJECTION                  | SUSP    | SUSPENDED               | WD     | WOOD                   |
| PL     | PROPERTY LINE               | SW      | SWITCH                  | YD     | YARD                   |
| PT/S   | PT/S                        | SWBD    | SWITCHBOARD             |        |                        |
| QTY    | QUANTITY                    | SYM     | SYMMETRICAL             |        |                        |
|        |                             | TB      | TACKBOARD               |        |                        |

ARCHITECT'S CERTIFICATION

THE ARCHITECT CERTIFIES TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THE PLANS AND SPECIFICATIONS ARE IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE "FLORIDA BUILDING CODE".

BUILDING NOTES DURING CONSTRUCTION:

CONTRACTOR SHALL FOLLOW THE FLORIDA BUILDING CODE. THEY SHALL COMPLY WITH CHAPTER 33 "SAFEGUARDS DURING CONSTRUCTION" OF FLORIDA BUILDING CODE. THIS SECTION COVERS SAFETY DURING CONSTRUCTION AND THE PROTECTION OF ADJACENT PUBLIC AND PRIVATE PROPERTIES. THE ARCHITECT IS NOT RESPONSIBLE FOR ENFORCING THIS ON THE CONTRACTOR.

BID SET

STAMP:

CLIENT:  
CITY OF PALATKA, CITY HALL  
201 N 2ND ST, PALATKA, FL 32177  
(386)-329-0100

Passero Associates

4730 CASA COLA WAY, SUITE 200 ST. AUGUSTINE, FL 32095 (904) 757-6106

PRINCIPAL PROJECT ARCHITECT DESIGNER Brad Wente Justin Vollenweider Jesse Roy Taylor

| NO. | DATE | BY | DESCRIPTION |
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SYMBOLS & DETAILS

201 N 2nd St.

Palatka City Hall - Emergency  
Egress and Commission  
Chambers Millwork Upgrades

TOWN/CITY: PALATKA

COUNTY: PUTNAM STATE: FL

PROJECT NO.:  
20213160.0009

DRAWING NO.:  
G-001

DATE:  
MAY 3, 2024

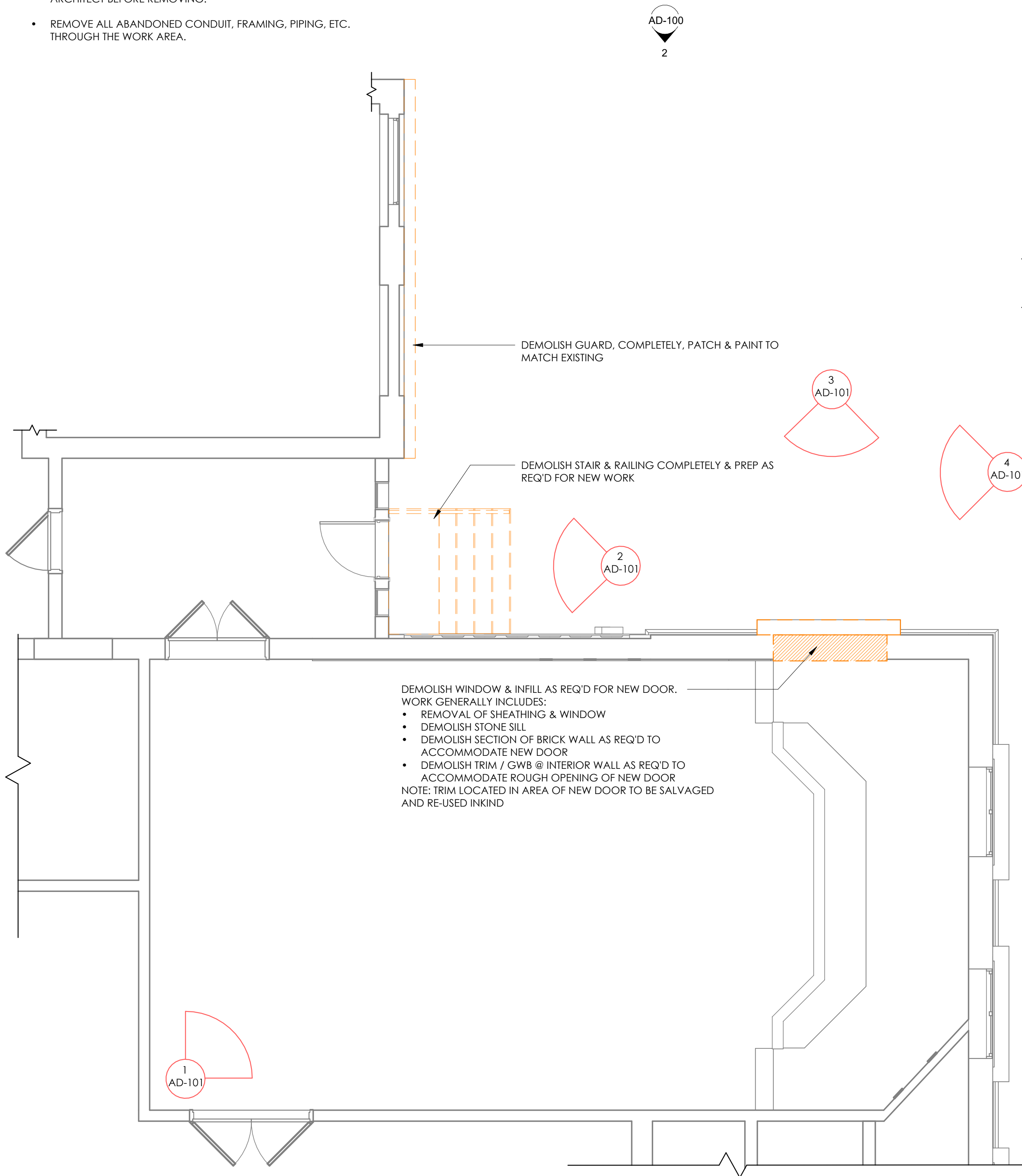


DEMOLITION SCOPE:

THE EXISTING CONDITION / DEMOLITION DRAWINGS ARE INTENDED AS A GENERAL GUIDE TO THE DEMOLITION REQUIRED FOR THIS PROJECT. DEMOLITION IS NOT SHOWN IN COMPLETE DETAIL AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE EXISTING CONSTRUCTION AS REQUIRED TO ACCOMPLISH THE DESIGN INTENT FOR THE WORK SHOWN AND REASONABLY IMPLIED FOR THE PROJECT. REFER TO THE WORK SHOWN ON ALL OTHER DRAWINGS IN THE SET FOR THE EXTENT OF THE DEMOLITION REQUIRED TO PERFORM THE WORK INTENT.

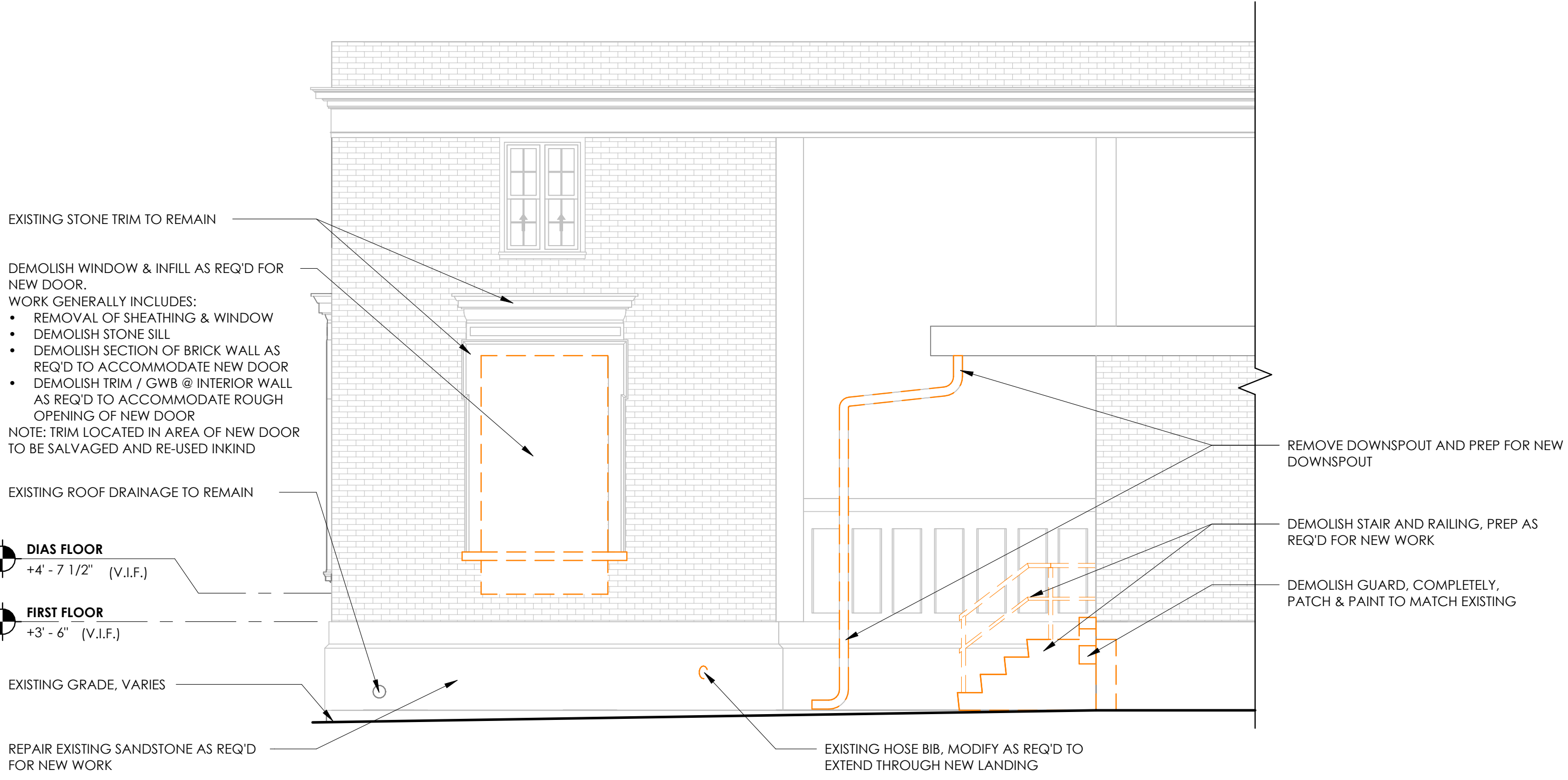
GENERAL CONDITIONS:

- VISIT THE JOB SITE TO VERIFY EXISTING CONDITIONS AND DIMENSIONS PRIOR TO BEGINNING ANY WORK. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES PRIOR TO BEGINNING THE WORK.
- QUESTIONABLE ITEMS, INCLUDING BUT NOT LIMITED TO FOUND / UNKNOWN CONDITIONS AND ITEMS NOT SHOWN / LISTED IN THE CONTRACT DOCUMENTS, SHALL BE COORDINATED WITH THE ARCHITECT BEFORE REMOVING.
- REMOVE ALL ABANDONED CONDUIT, FRAMING, PIPING, ETC. THROUGH THE WORK AREA.



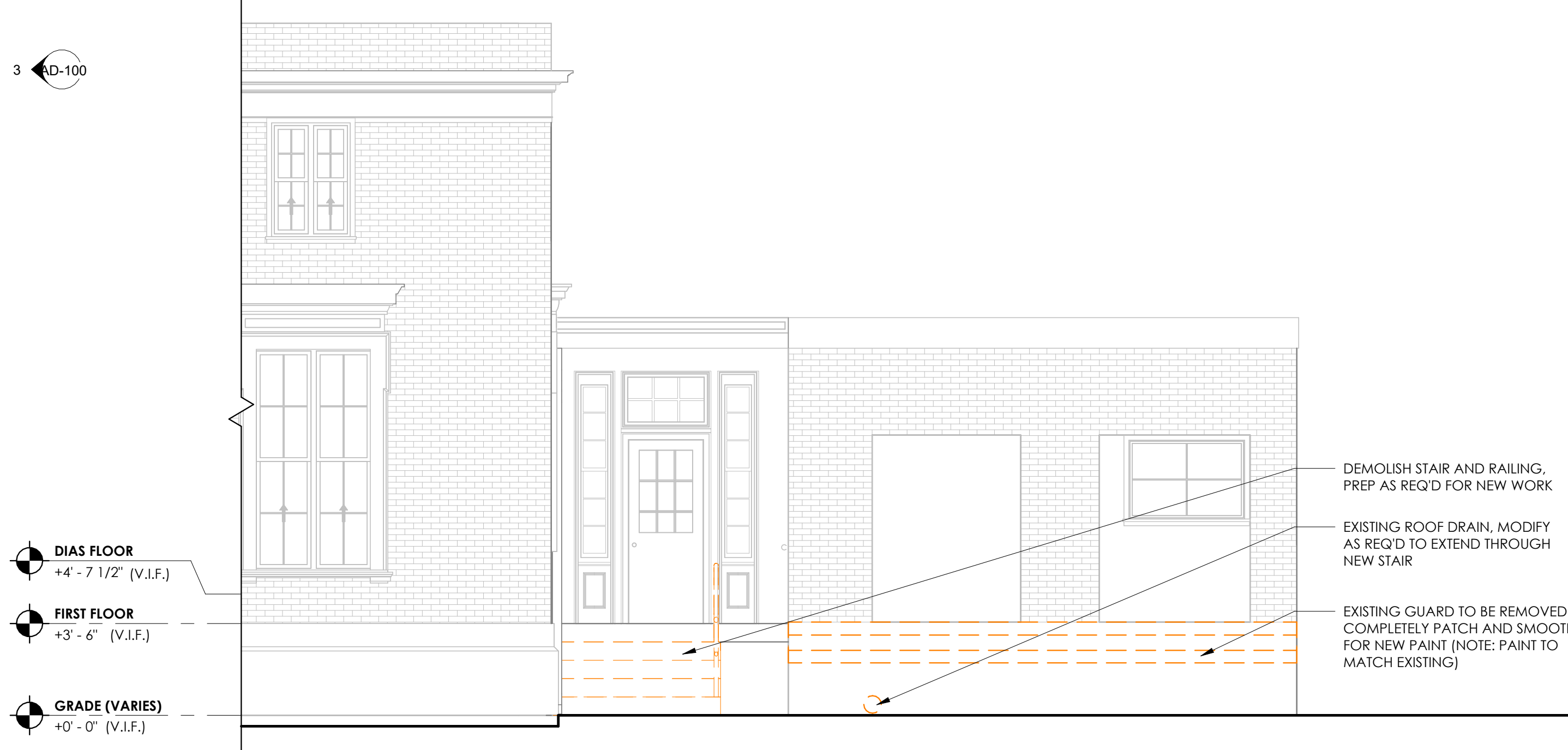
1 FIRST FLOOR EXISTING PLAN

0' 1' 2' 4' 8'  
1/4" = 1'-0"



2 WEST EXTERIOR ELEVATION - DEMOLITION

0' 1' 2' 4' 8'  
1/4" = 1'-0"



3 SOUTH EXTERIOR ELEVATION - DEMOLITION

0' 1' 2' 4' 8'  
1/4" = 1'-0"

BID SET

STAMP:

CITY of Palatka  
FLORIDA

CLIENT:  
CITY OF PALATKA, CITY HALL  
201 N 2ND ST, PALATKA, FL  
32177  
(386)-329-0100

Passero Associates

4730 CASA COIA WAY, SUITE 200 (904) 757-6106  
ST. AUGUSTINE, FL 32095

PRINCIPAL PROJECT ARCHITECT DESIGNER  
Brod Wente  
Justin Vollenweider  
Jesse-Roy Taylor

| NO. | DATE | BY | DESCRIPTION |
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FLOOR PLAN  
DEMOLITION

201 N 2nd St.

Palatka City Hall - Emergency  
Egress and Commission  
Chambers Millwork Upgrades

TOWN/CITY: PALATKA

COUNTY: PUTNAM STATE: FL

PROJECT NO.:

20213160.0009

DRAWING NO.:

AD-100

DATE:

MAY 3, 2024





DEMOLISH WALL AS REQ'D TO ACCOMMODATE NEW DOOR

REPLACE DESKS WITH MILLWORK PER A-400



DEMOLISH STAIR AND RAILING, PREP AS REQ'D FOR NEW WORK

EXISTING ROOF DRAIN, MODIFY AS REQ'D TO EXTEND THROUGH NEW STAIR / LANDING

### 1 COUNCIL CHAMBERS

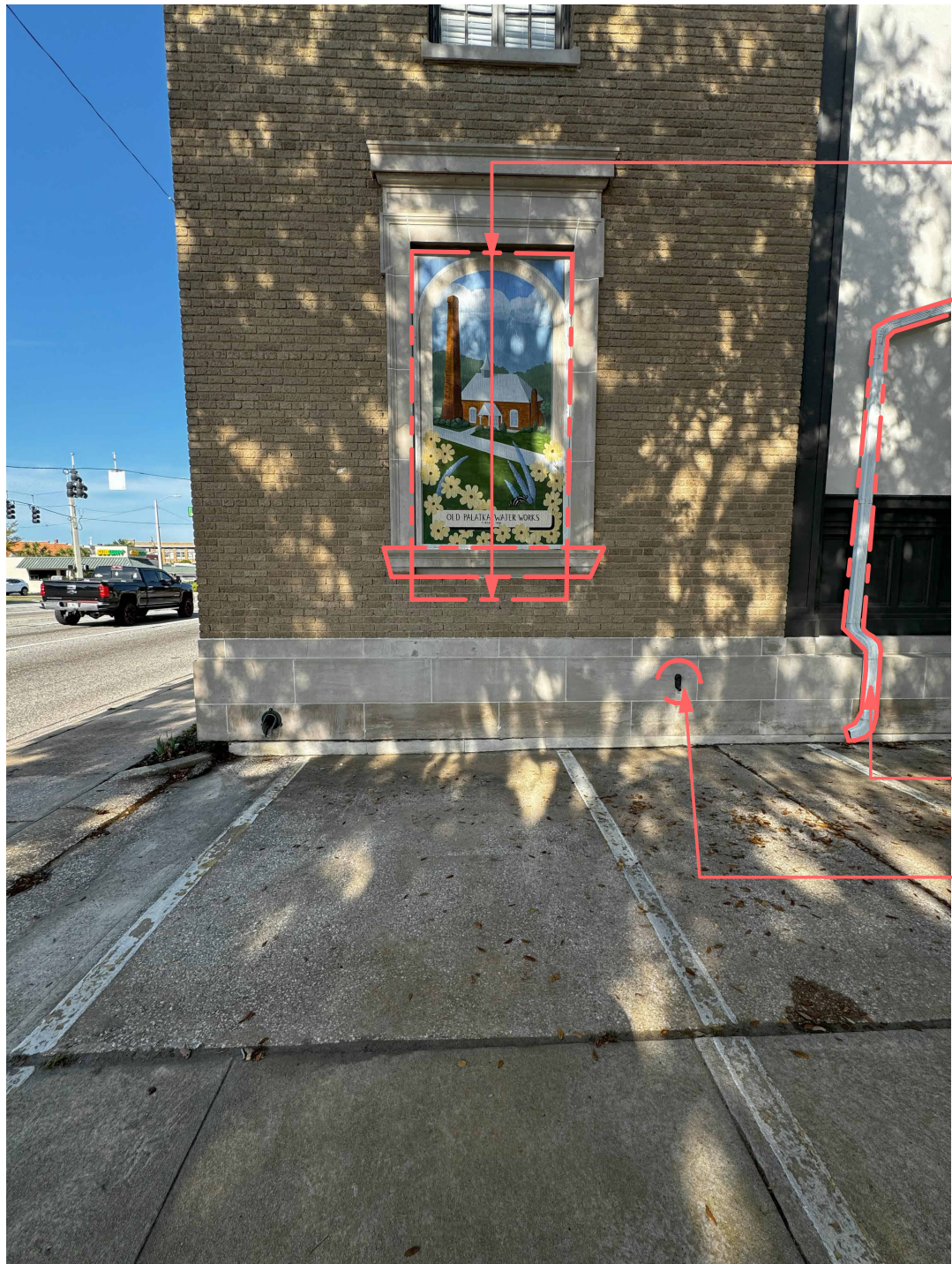
0' 1' 2' 4' 8'

1/4" = 1'-0"

### 2 EXISTING STAIR

0' 1' 2' 4' 8'

1/4" = 1'-0"



DEMOLISH WINDOW & INFILL AS REQ'D FOR NEW DOOR. WORK GENERALLY INCLUDES:

- REMOVAL OF SHEATHING & WINDOW
- DEMOLISH STONE SILL
- DEMOLISH SECTION OF BRICK WALL AS REQ'D TO ACCOMMODATE NEW DOOR
- DEMOLISH TRIM / GWB @ INTERIOR WALL AS REQ'D TO ACCOMMODATE ROUGH OPENING OF NEW DOOR

NOTE: TRIM LOCATED IN AREA OF NEW DOOR TO BE SALVAGED AND RE-USED INKIND

REMOVE DOWNSPOUT AND PREP TO EXTEND STRAIGHT DOWN AND THROUGH NEW LANDING

EXISTING HOSE BIB, MODIFY AS REQ'D TO EXTEND THROUGH NEW LANDING

### 3 EXISTING WINDOW

0' 1' 2' 4' 8'

1/4" = 1'-0"



DEMOLISH STAIR AND RAILING, PREP AS REQ'D FOR NEW WORK

DEMOLISH GUARD, COMPLETELY, PATCH & PAINT TO MATCH EXISTING

EXISTING ROOF DRAIN, MODIFY AS REQ'D TO EXTEND THROUGH NEW STAIR

### 4 AREA OF NEW EGRESS

0' 1' 2' 4' 8'

1/4" = 1'-0"

**BID SET**

STAMP:

**CITY of Palatka**  
FLORIDA

CLIENT:  
CITY OF PALATKA, CITY HALL  
201 N 2ND ST, PALATKA, FL  
32177  
(386)-329-0100

**Passero Associates**

4730 CASA COLA WAY, SUITE 200 (904) 757-6106  
ST. AUGUSTINE, FL 32095

PRINCIPAL PROJECT ARCHITECT DESIGNER  
Justin Vollenweider  
Jesse-Roy Taylor

| NO. | DATE | BY | DESCRIPTION |
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**EXISTING  
CONDITIONS  
PHOTOS**

201 N 2nd St.

Palatka City Hall - Emergency  
Egress and Commission  
Chambers Millwork Upgrades

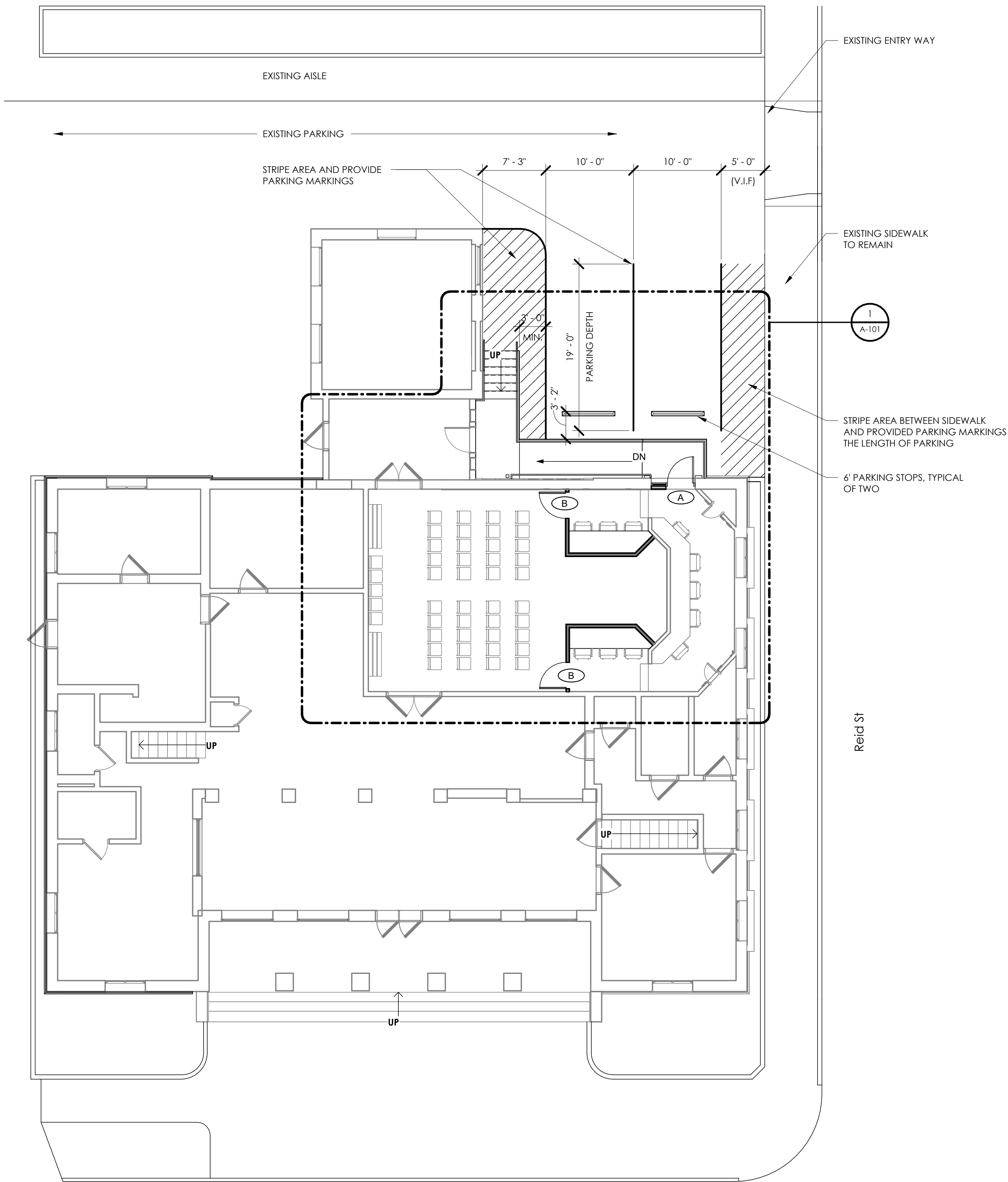
TOWN/CITY: PALATKA  
COUNTY: PUTNAM STATE: FL

PROJECT NO.:  
20213160.0009

DRAWING NO.:  
AD-101

DATE:  
MAY 3, 2024





**1 FLOOR PLAN**

0' 1' 2' 4' 8'

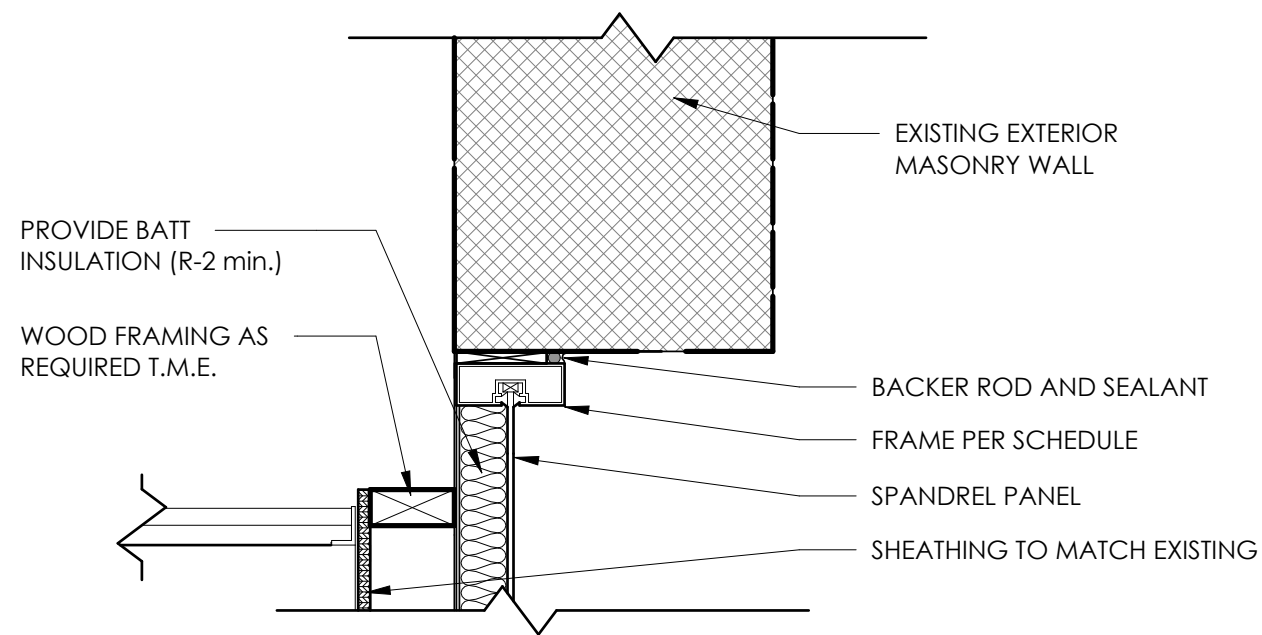
1/8" = 1'-0"

N 2nd St

Reid St

| DOOR SCHEDULE |           |           |             |           |         |         |              |            |              |           |           |                                                                                                |                                     |
|---------------|-----------|-----------|-------------|-----------|---------|---------|--------------|------------|--------------|-----------|-----------|------------------------------------------------------------------------------------------------|-------------------------------------|
| DOOR #        | DOOR      |           |             |           |         |         |              | FRAME      |              |           |           | HARDWARE                                                                                       | REMARKS                             |
|               | DOOR MTL. | DOOR FIN. | # OF LEAVES | THICKNESS | WIDTH   | HEIGHT  | ELEV. LETTER | FRAME TYPE | FRAME FINISH | HEAD DTL. | JAMB DTL. |                                                                                                |                                     |
| A             | INSUL. HM | PAINT     | 1           | 1 3/4"    | 3' - 0" | 7' - 0" | A            | INSUL. HM  | PAINT        | 2/A-100   | 3/A-100   | LEVER MORTISE LOCKSET, GRADE 1, PANIC HARDWARE, CLOSER, CONTINUOUS HINGE, GASKETING, THRESHOLD | IMPACT RESISTANT METAL DOOR & FRAME |
| B             | PLAM      | FACTORY   | 1           | 1 3/4"    | 3' - 0" | 3' - 0" |              | PLAM       | FACTORY      | -         | -         | SINGLEACTING, SPRING HINGE, LATCH                                                              | TYPICAL OF 2 GATES                  |

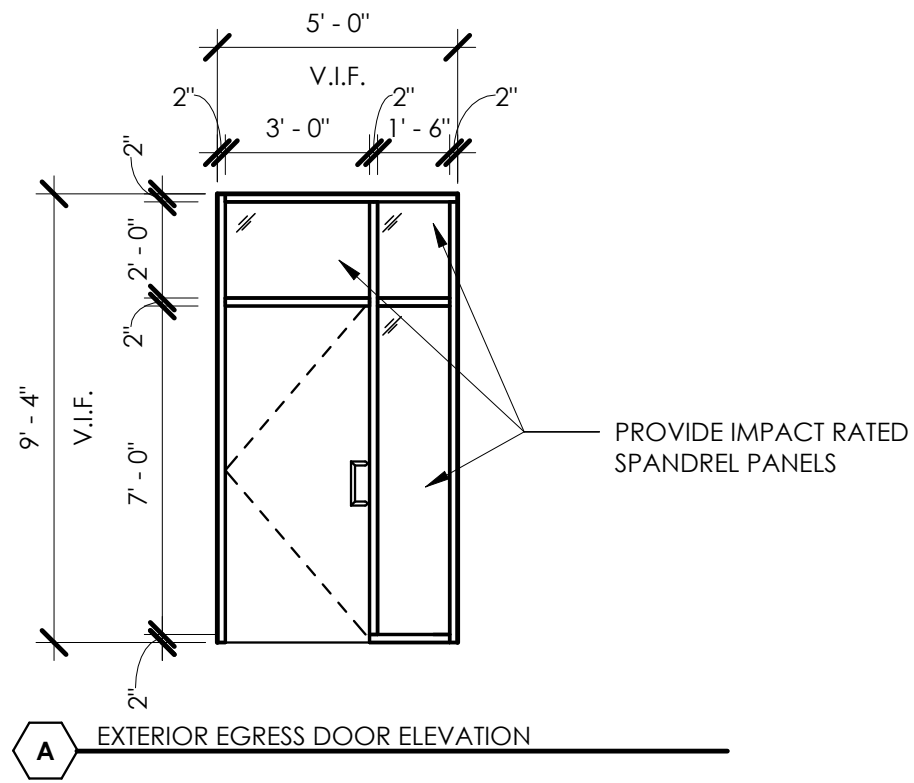
- GENERAL NOTES:**
1. MANUFACTURERS AND PRODUCTS ARE LISTED AS A BASIS OF DESIGN; ALTERNATES WILL BE REVIEWED ON AN "OR EQUAL" BASIS.
  2. PROVIDE ALL HARDWARE TO COMPLY WITH ADA REQUIREMENTS.
  3. HARDWARE LISTED ABOVE IS TO CONVEY MINIMUM DESIGN INTENT, ALL HARDWARE (REQUIRED OR OTHERWISE IMPLIED) WETHER LISTED OR NOT FOR COMPLETE ASSEMBLY.



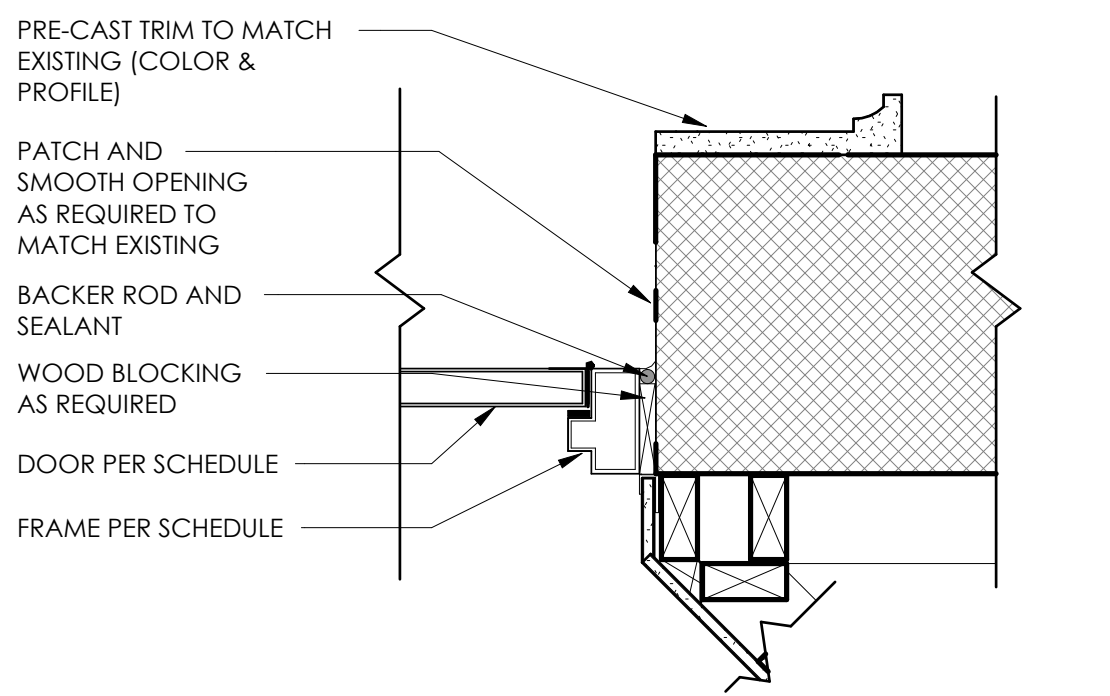
**2 HEAD DETAIL**

0' 1' 2' 4' 8'

1 1/2" = 1'-0"



**A EXTERIOR EGRESS DOOR ELEVATION**



**3 JAMB DETAIL**

0' 1' 2' 4' 8'

1 1/2" = 1'-0"

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32177  
(386)-329-0100

**Passero Associates**

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PRINCIPAL PROJECT ARCHITECT DESIGNER  
Brod Wente  
Justin Vollenweider  
Jesse-Roy Taylor

| NO. | DATE | BY | DESCRIPTION |
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FLOOR PLAN

201 N 2nd St.

Palatka City Hall - Emergency  
Egress and Commission  
Chambers Millwork Upgrades

TOWN/CITY: PALATKA

COUNTY: PUTNAM STATE: FL

PROJECT NO.:

20213160.0009

DRAWING NO.:

A-100

DATE:

MAY 3, 2024

**BID SET**



GENERAL NOTES:

1. Refer to A-100 for door tags and door schedule.
2. Dimensioning practices are as follows, unless noted otherwise.
  - A. Masonry dimensions are to finished face.
  - B. Interior/ stud wall dimensions are to center to stud.
  - C. Dimensions to existing construction are to finished face.
  - D. Given the nature of remodeling, verify all dimensions in field and notify Architect of any discrepancies.

GENERAL POWER/DATA NOTES:

1. POWER/DATA PLAN REFLECTS GENERAL, POWER, AND DATA LOCATIONS.

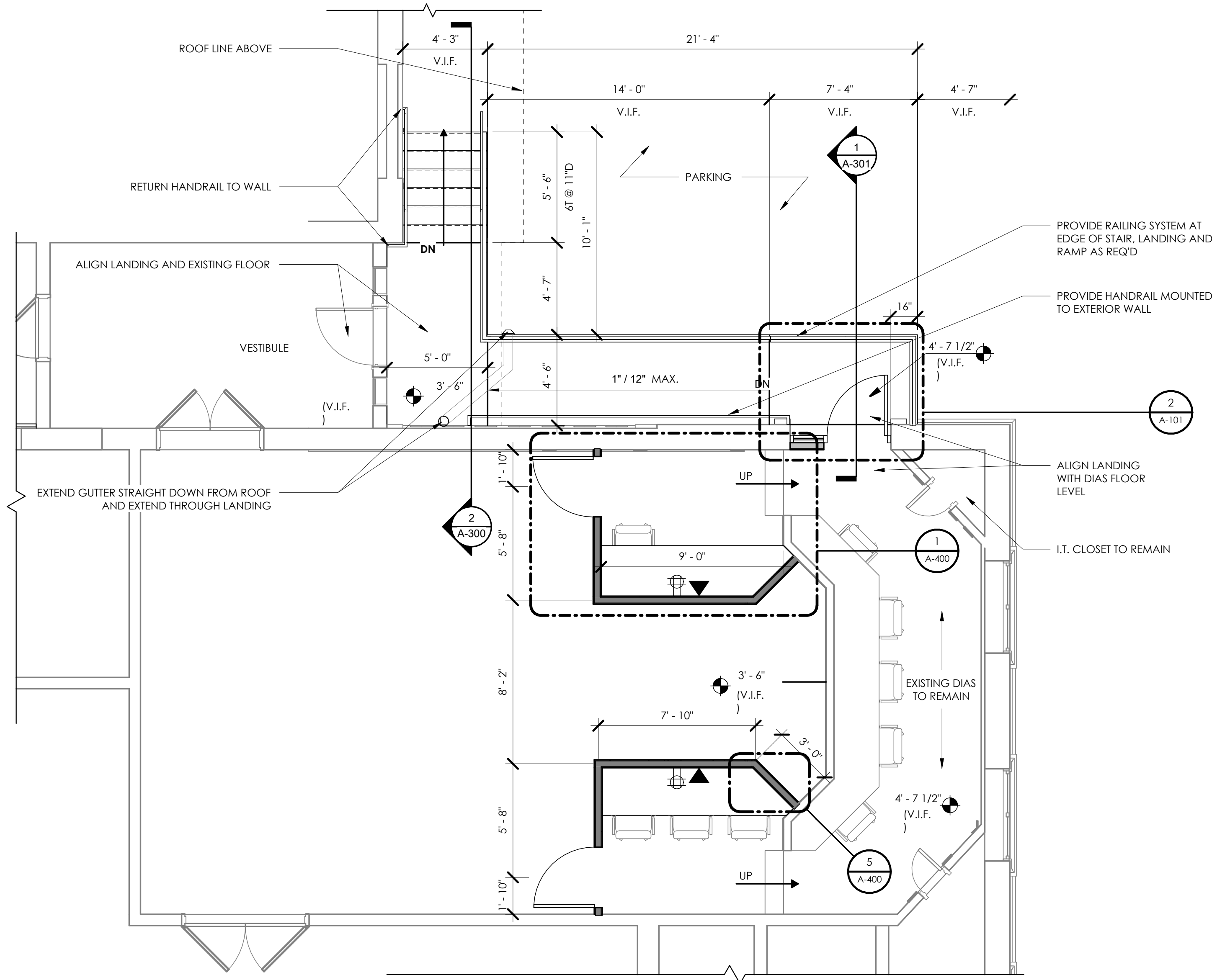
LEGEND:



TWO DUPLEX RECEPTACLES IN  
TWO GANG BOX (QUAD)



DATA



1 PARTIAL FLOOR PLAN

0' 1' 2' 4' 8'  
1/4" = 1'-0"



PROVIDE EXPANSION JOINT

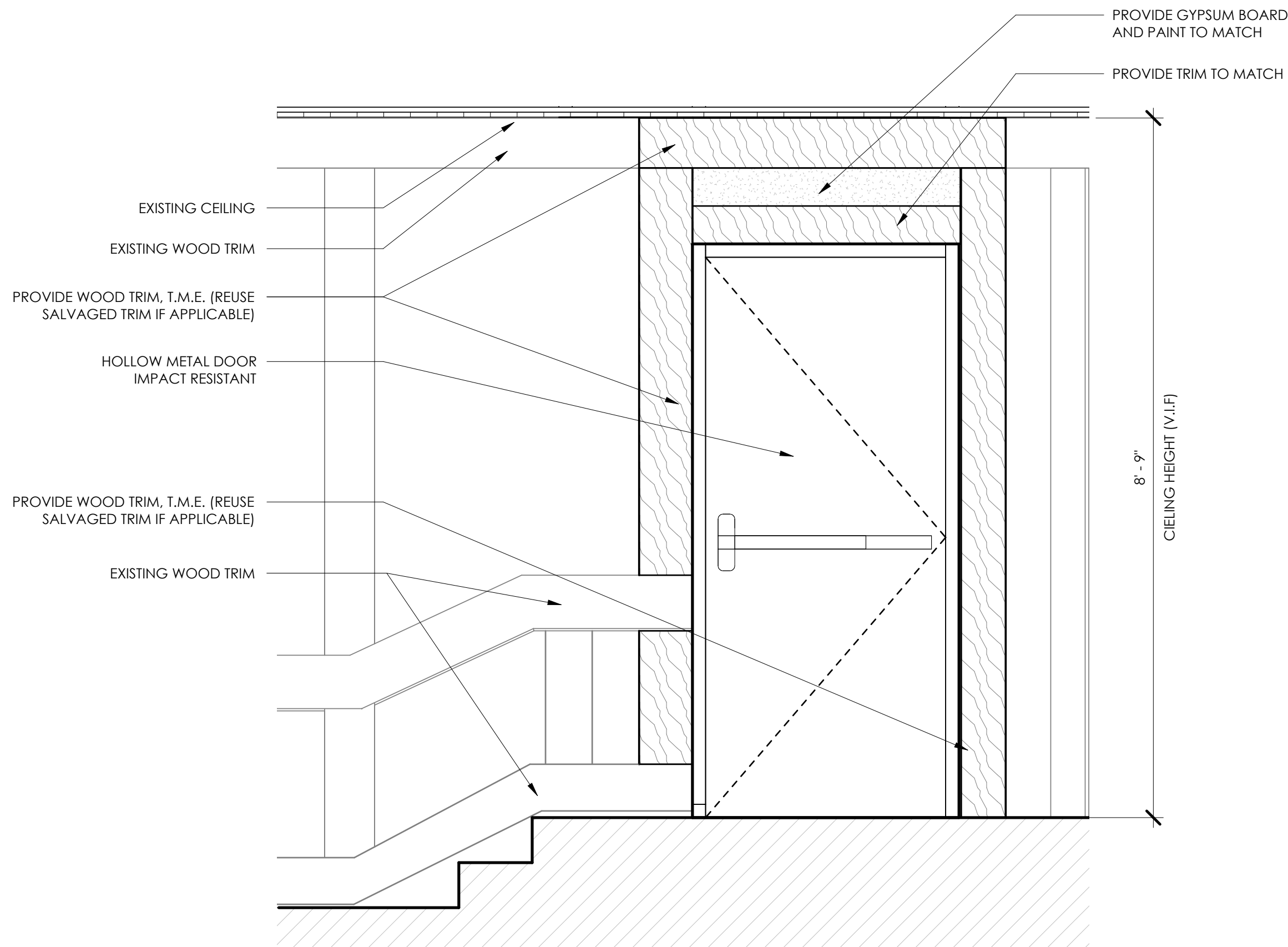
SPANDREL PANEL

EXISTING SANDSTONE TRIM TO  
REMAIN, PROVIDE PRE-CAST TRIM  
BASE AS SHOWN ON ELEVATIONS

MODIFY EXISTING WALL AND  
PROVIDE 2x STUDS, GYP. BD., AND  
TRIM AS REQUIRED TO MATCH  
EXISTING

2 EGRESS DOOR JAMB & FRAMING DETAIL

0' 1' 2' 4' 8'  
1" = 1'-0"



3 INTERIOR EGRESS DOOR ELEVATION

0' 1' 2' 4' 8'  
3/4" = 1'-0"

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ST. AUGUSTINE, FL 32095

PRINCIPAL PROJECT ARCHITECT DESIGNER  
Broad Wentle  
Justin Vollenweider  
Jesse-Roy Taylor

| NO. | DATE | BY | DESCRIPTION |
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ENLARGED PLANS

201 N 2nd St.

Palatka City Hall - Emergency  
Egress and Commission  
Chambers Millwork Upgrades

TOWN/CITY: PALATKA

COUNTY: PUTNAM STATE: FL

PROJECT NO.:  
20213160.0009

DRAWING NO.:  
A-101

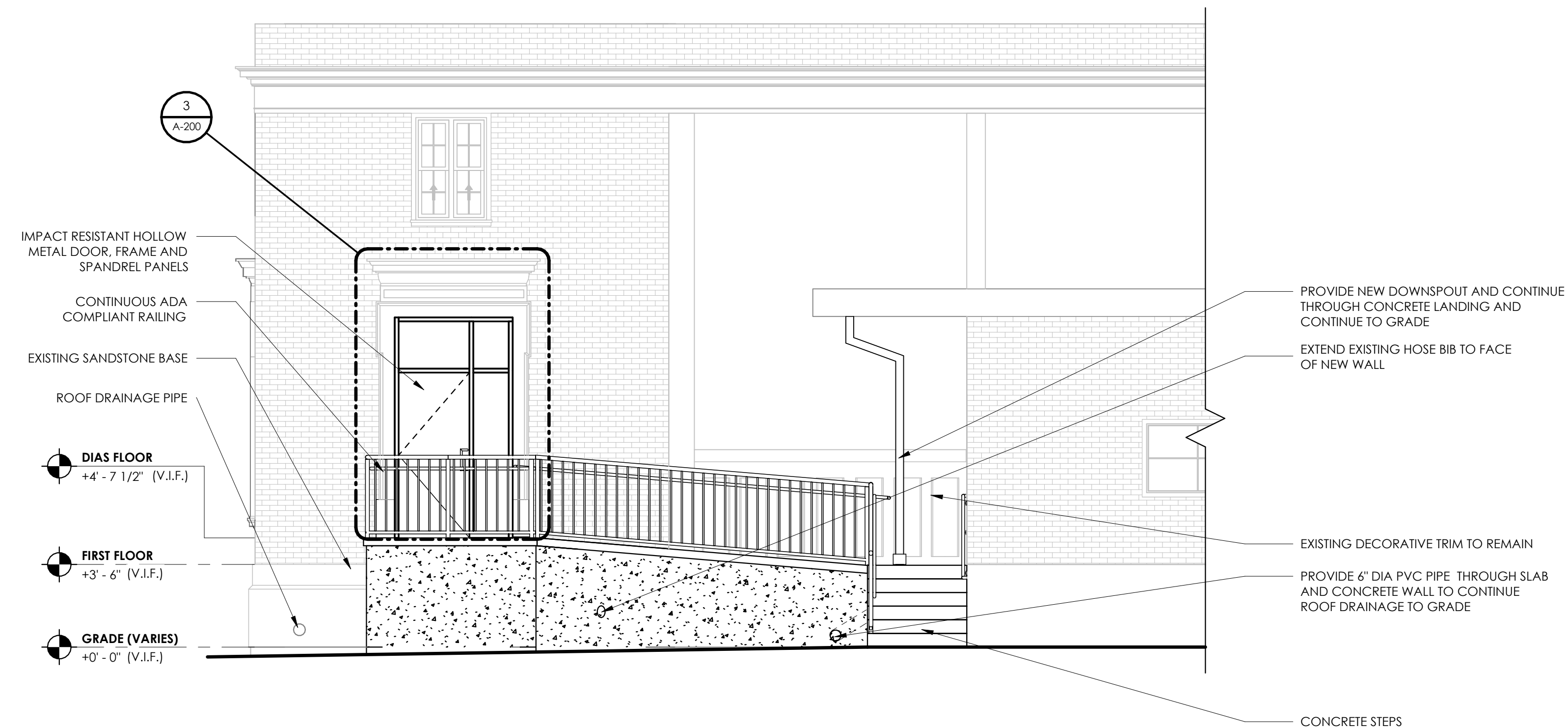
DATE:  
MAY 3, 2024





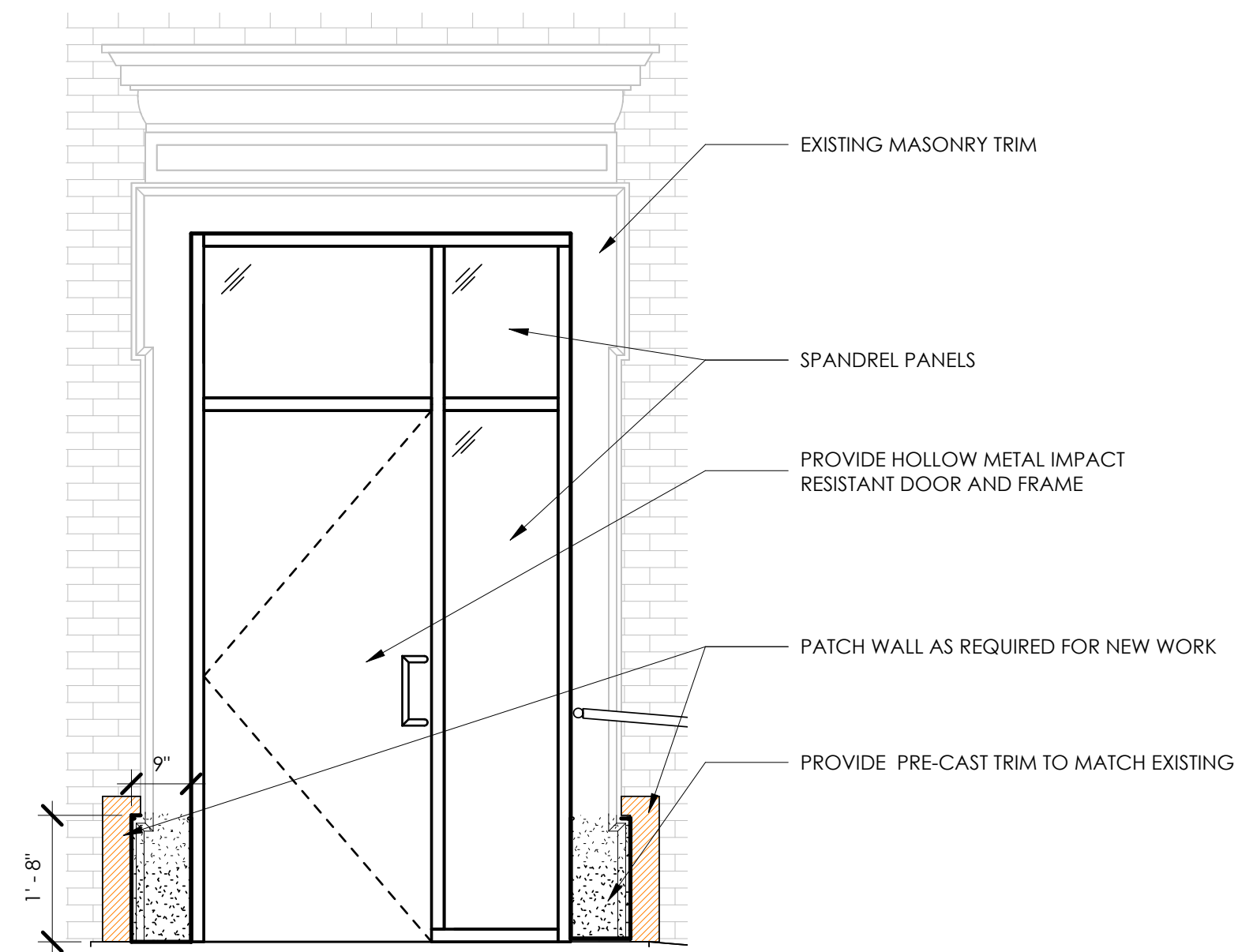
1 SOUTH EXTERIOR ELEVATION

0' 1' 2' 4' 8'  
1/4" = 1'-0"



2 EAST EXTERIOR ELEVATION

0' 1' 2' 4' 8'  
1/4" = 1'-0"



3 ENLARGED EAST EGRESS DOOR ELEVATION - (NEW EGRESS DOOR)

0' 1' 2' 4' 8'  
1/2" = 1'-0"

STAMP:

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CITY OF PALATKA, CITY HALL  
201 N 2ND ST, PALATKA, FL  
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(386)-329-0100

Passero Associates

4730 CASA COIA WAY, SUITE 200 (904) 757-6106  
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Brod Wente  
Justin Vollenweider  
Jesse-Roy Taylor

| NO. | DATE | BY | DESCRIPTION |
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EXTERIOR  
ELEVATIONS &  
DETAILS

201 N 2nd St.

Palatka City Hall - Emergency  
Egress and Commission  
Chambers Millwork Upgrades

TOWN/CITY: PALATKA

COUNTY: PUTNAM STATE: FL

PROJECT NO.:

20213160.0009

DRAWING NO.:

A-200

DATE:

MAY 3, 2024

BID SET



CONCRETE NOTES

1. COMPLY WITH THE FOLLOWING CODES AND STANDARDS:

A. ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS".

B. ACI 305, ACI 306, ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE".

C. ACI DETAILING MANUAL (ACI SP-66-04).

D. ACI 347 "RECOMMENDED PRACTICE FOR CONCRETE FORM WORK".

E. CONCRETE REINFORCING STEEL INSTITUTE (CRSI), "MANUAL OF STANDARD PRACTICE".

F. ACI 304 "RECOMMENDED PRACTICE FOR MEASURING, MIXING, TRANSPORTING AND PLACING CONCRETE".

G. MATERIALS:

H. REINFORCING BARS - ASTM A615, GRADE 60, DEFORMED

I. WELDED WIRE FABRIC (WWF) - ASTM A185, FLAT SHEETS.

J. PORTLAND CEMENT-ASTM C150, TYPE II.

K. AGGREGATES-ASTM C33.

L. AIR ENTRAINING ADMIXTURE-ASTM C260, CERTIFIED BY MANUFACTURER TO BE COMPATIBLE WITH OTHER REQUIRED ADMIXTURES.

M. PROHIBITED ADMIXTURES-CALCIUM CHLORIDE THYOCYANATES OR ADMIXTURES CONTAINING MORE THAN 0.1% CHLORIDE IONS ARE NOT PERMITTED.
2. FORM WORK: PROVIDE OPENINGS IN CONCRETE FORM WORK TO ACCOMMODATE WORK OF OTHER TRADES
3. CONCRETE PLACEMENT AND FINISHING:

A. THE ADDITION OF WATER TO THE CONCRETE MIX AT THE JOB SITE IS NOT PERMITTED UNLESS SPECIFICALLY ALLOWED BY THE OWNER'S REPRESENTATIVE.

B. PROTECT CONCRETE WORK FROM THE DETRIMENTAL EFFECTS OF COLD TEMPERATURES IN COMPLIANCE WITH ACI 306.

C. PROTECT CONCRETE WORK FROM THE DETRIMENTAL EFFECTS OF HOT WEATHER OR WINDY CONDITIONS IN COMPLIANCE WITH ACI 305.

D. PLACE FLOOR SLABS TO SURFACE LEVEL TOLERANCES OF FF20-FL17.

E. FORMED SURFACES EXPOSED TO VIEW - SMOOTH RUBBED FINISH.

F. SLAB FINISH - PROVIDE TROWEL FINISH AT ALL SLAB AREAS, EXCEPT SLABS WITH AIR-ENTRAINMENT. DO NOT TROWEL AIR-ENTRAINED CONCRETE SLABS, OR EXERCISE CARE IN TIMING AND TECHNIQUES SO AS TO NOT CAUSE FUTURE CONCRETE DELAMINATION.

G. PROVIDE MOISTURE CURE TO SLAB SURFACES FOR 7 DAYS BY EITHER COVERING THE CONCRETE WITH WATER, APPLYING A CONTINUOUS WATER-FOG SPRAY, OR COVERING WITH AN ABSORPTIVE COVER. CHEMICAL CURING COMPOUNDS WILL NOT BE ALLOWED ON FLOOR SLABS.
4. CONTINUOUS REINFORCING IN WALLS AND SLABS MAY BE SPICED, AS REQUIRED, PROVIDING BARS ARE OF THE LONGEST PRACTICABLE LENGTH AND SPICES ARE SHOWN ON REINFORCING SHOP DRAWINGS. WHEREVER POSSIBLE, SPICES SHALL BE STAGGERED. FIELD CUTTING OF REINFORCEMENT WILL NOT BE PERMITTED.
5. UNLESS OTHERWISE SHOWN, BARS AT WALL AND CONTINUOUS FOOTING CORNERS AND INTERSECTIONS SHALL BE DETAILED AS SHOWN ON FIGURE 15 OF ACI SP-66-04. CORNER BARS SHALL BE DETAILED AS SHOWN FOR OUTSIDE LOADED ONLY CORNERS. INTERSECTIONS SHALL BE DETAILED WITHOUT DIAGONAL BARS. ALL END HOOKS SHALL BE STANDARD 90 DEGREE END HOOKS AND CORNER BARS SHALL BE 48 BAR DIAMETERS X 48 BAR DIAMETERS MINIMUM UNLESS NOTED OTHERWISE.
6. PROVIDE DOWELS TO MATCH REINFORCEMENT SIZE AND SPACING INDICATED FOR ALL STRUCTURAL ELEMENTS, UNLESS OTHERWISE INDICATED. DOWELS MUST BE PLACED AND SECURED PRIOR TO CONCRETE PLACEMENT (WET STICKING REINFORCING NOT PERMITTED").
7. MAJOR CONSTRUCTION JOINTS ARE SHOWN ON THE DRAWINGS. INTERMEDIATE JOINTS IN WALLS, SLABS, AND FLOOR FRAMING ARE NOT SHOWN. CONSTRUCTION JOINTS MAY BE ADDED, OMITTED OR RELOCATED IF PROPERLY DETAILED ON SHOP DRAWINGS AND APPROVED BY THE OWNER 'S REPRESENTATIVE.
8. SEE ARCHITECTURAL AND MECHANICAL DRAWINGS FOR LOCATIONS OF OPENINGS AND SLEEVES IN CONCRETE WALLS AND SUPPORTED FLOORS. SPREAD REINFORCEMENT AT OPENINGS AND SLEEVES UNLESS OTHERWISE SHOWN. DO NOT CUT REINFORCEMENT. SEE TYPICAL REINFORCEMENT DETAILS FOR OPENINGS IN SLABS AND WALLS FOR ADDITIONAL REQUIREMENTS.
9. PLACING OF REINFORCEMENT: PROVIDE CHAIRS, BOLSTERS, ADDITIONAL REINFORCEMENT, AND ACCESSORIES NECESSARY TO SUPPORT REINFORCEMENT AT POSITION SHOWN ON DRAWINGS. SUPPORT OF REINFORCEMENT ON FORM TIES, WOOD, BRICK, BRICKBAT OR OTHER UNACCEPTABLE MATERIAL, WILL NOT BE PERMITTED.
10. THE CONTRACTOR SHALL REVIEW ALL DRAWINGS FOR SIZE AND LOCATION OF ALL EMBEDDED ITEMS, SLEEVES, SLAB DEPRESSIONS, OPENINGS, ETC. REQUIRED BY OTHER TRADES. RECONCILE THEIR EXACT SIZES AND LOCATIONS BEFORE PROCEEDING WITH THE WORK. ALL ITEMS SHALL BE FURNISHED AND INSTALLED PRIOR TO PLACEMENT OF CONCRETE. SECURE THE APPROVAL OF THE OWNER 'S REPRESENTATIVE PRIOR TO PLACING OPENINGS NOT SHOWN ON THE STRUCTURAL DRAWINGS
11. IN SLABS-ON-GRADE, PROVIDE 2 #4X4' 0" DIAGONAL BARS IN THE MIDDLE OF THE SLAB AT EACH CORNER OF OPENINGS OVER 1' 0" SQUARE AND AT RE-ENTRANT CORNERS.
12. PROVIDE CONTROL JOINTS IN CAST-IN-PLACE CONCRETE SLABS-ON-GRADE AT \_\_\_\_ FEET O.C. MAX. LOCATE CONTROL JOINTS TO FORM APPROXIMATE SQUARE PANELS WITH THE LENGTH OF ONE SIDE NOT EXCEEDING THE ADJACENT SIDE BY A FACTOR OF 1.5. CONTROL JOINTS MAY BE CONTRACTION JOINTS, CONSTRUCTION JOINTS, OR EXPANSION JOINTS.
13. RETAINING WALLS SHALL BE CAST IN ALTERNATE PANELS NOT TO EXCEED 65 FEET IN LENGTH.
14. CONCRETE WALLS SHALL BE TEMPORARILY BRACED AGAINST EARTH PRESSURE AND OTHER FORCES UNTIL FLOOR SLABS ARE IN PLACE AND HAVE ATTAINED REQUIRED STRENGTHS.
15. PROVIDE CONTROL JOINTS IN CONCRETE CANTILEVERED RETAINING WALLS AT EQUAL INTERVALS NOT TO EXCEED 25 FEET. PROVIDE EXPANSION JOINTS AT EVERY FOURTH CONTROL JOINT.
16. PROVIDE WATERSTOPS IN ALL CONSTRUCTION JOINTS AT OR BELOW GRADE.
17. PROVIDE WATERSTOPS IN EXPANSION JOINTS AND CONSTRUCTION JOINTS OF LIQUID CONTAINING STRUCTURES AND WHERE REQUIRED TO PREVENT INFILTRATION OF GROUND WATER.
18. WHERE CONSTRUCTION JOINTS ARE REQUIRED BUT ARE NOT INDICATED ON THE DRAWINGS, THEY SHALL BE LOCATED AT THE MID-SPAN OF BEAMS, SLABS AND WALLS AND SHALL BE SUBJECT TO REVIEW BY THE OWNER 'S REPRESENTATIVE. UNLESS NOTED OTHERWISE OR SHOWN ON THE DRAWINGS, AT CONCRETE SLABS ON STEEL DECK, SUPPORTED BY STEEL BEAMS AND GIRDERS, CONSTRUCTION JOINTS SHALL BE PLACED AT MID-SPAN OF DECK AND MID-WAY BETWEEN GIRDERS
19. DEPRESS FLOOR SLABS AS REQUIRED; SEE ARCHITECTURAL DRAWINGS FOR LOCATION AND DEPTH OF DEPRESSED AREAS.
20. CHAMFER EDGES OF PERMANENTLY EXPOSED CONCRETE SURFACES 3/4-INCH, UNO.
21. SLABS AND BEAMS OR JOISTS SHALL BE CAST MONOLITHICALLY UNLESS OTHERWISE INDICATED.
22. WHERE PARTITIONS OF ANY MATERIAL ABUT CONCRETE COLUMNS, PROVIDE AN UNBROKEN SURFACE FOR THE WALL FINISH. OMIT CHAMFER AND PROVIDE SQUARE CORNERS WHERE FACE OF THE CONCRETE COLUMN ALIGNS WITH THE ROUGH WALL OR RECEIVES A FINISH.
23. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING WHEN IT IS SAFE TO REMOVE FORMS AND/OR SHORING. FORMS AND SHORING MUST NOT BE REMOVED UNTIL THE CONCRETE IS STRONG ENOUGH TO CARRY ITS OWN WEIGHT AND ANY ANTICIPATED SUPERIMPOSED LOADS. WHEN FORMS ARE STRIPPED THERE MUST BE NO EXCESSIVE DEFLECTION, DISTORTION, DISCOLORATION, AND NO EVIDENCE OF DAMAGE TO THE CONCRETE.

CONCRETE STRENGTH AND MATERIAL SCHEDULE

| STRUCTURAL ELEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | MIN COMPRESSIVE STRENGTH AT 28 DAYS (PSI) | MAX WATER/CEMENT RATIO | AIR CONTENT (%) |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|------------------------|-----------------|
| ALL CONCRETE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 3,000                                     | 0.55                   | N/A             |
| NOTES: <div>1. PREPARE DESIGN MIXES FOR EACH TYPE, AND STRENGTH OF CONCRETE BY EITHER LABORATORY TRIAL BATCH OR FIELD EXPERIENCE METHODS AS SPECIFIED IN ACI 318.</div> <div>2. CONCRETE SHALL BE READY MIXED PER ASTM C94. JOBSITE MIXING SHALL NOT BE PERMITTED.</div> <div>3. MAXIMUM NOMINAL AGGREGATE SIZE IS 3/4".</div> <div>4. SEE REINFORCED CONCRETE NOTES ON S-001 FOR ADDITIONAL REQUIREMENTS.</div> <div>5. ENSURE ENTRAPPED AIR IN SLAB CONCRETE TO BE TROWEL FINISHED DOES NOT EXCEED 3%.</div> <div>6. DO NOT HARD-TROWEL SLABS THAT ARE TO BE AIR-ENTRAINED. COORDINATE SLAB FINISH WITH ARCHITECTURAL AND/OR OWNER REQUIREMENTS. CARE SHALL BE TAKEN FOR FINISHING SLABS WITH AIR-ENTRAINMENT.</div> |                                           |                        |                 |

REINFORCED CONCRETE COVER SCHEDULE

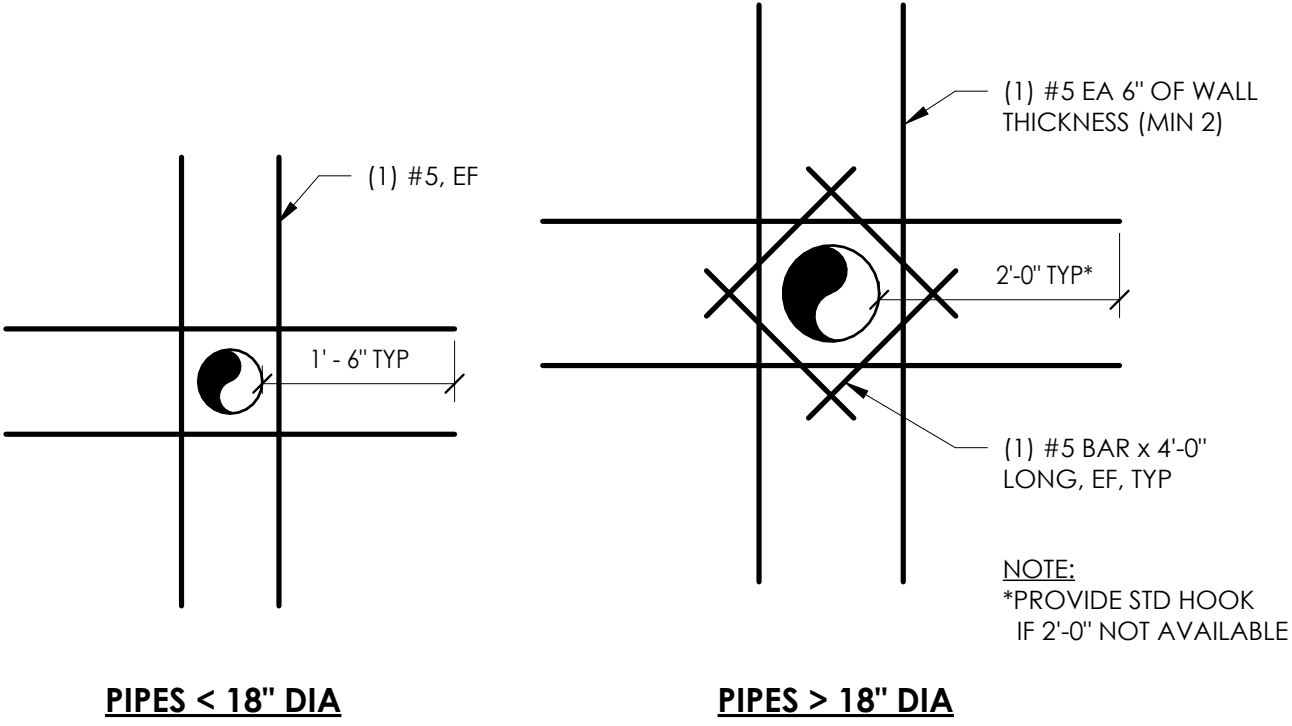
| STRUCTURAL ELEMENT              |                          | MIN COVER (IN)                    |
|---------------------------------|--------------------------|-----------------------------------|
| CAST AGAINST EARTH              |                          | 3"                                |
| EXPOSED TO EARTH OR WEATHER     | #5 BARS AND SMALLER, WWF | 1-1/2"                            |
|                                 | #6 BARS AND LARGER       | 2"                                |
| NOT EXPOSED TO EARTH OR WEATHER | SLABS & WALLS            | #11 BARS AND SMALLER, WWF<br>3/4" |
|                                 |                          | #14 BARS AND LARGER<br>1-1/2"     |
|                                 | BEAMS AND COLUMNS        | 1-1/2"                            |

CONCRETE REINF SPICE & DEVELOPMENT LENGTHS SCHEDULE

| BAR SIZE | LAP SPICE LENGTHS (IN.) |     |       |     | COMP. | DEVELOPMENT LENGTHS (IN.)           |       |        |
|----------|-------------------------|-----|-------|-----|-------|-------------------------------------|-------|--------|
|          | TENSION LAP LENGTH      |     |       |     |       | TENSION                             | COMP. | HOOKED |
|          | TOP BARS                |     | OTHER |     |       |                                     |       |        |
| CLASS    | A                       | B   | A     | B   |       | SAME AS CLASS A<br>TENSION LAP SUCE |       |        |
| #3       | 22                      | 28  | 17    | 22  | 12    |                                     | 9     | 9      |
| #4       | 29                      | 37  | 22    | 29  | 15    |                                     | 11    | 11     |
| #5       | 36                      | 47  | 28    | 36  | 19    |                                     | 14    | 14     |
| #6       | 43                      | 56  | 33    | 43  | 23    |                                     | 17    | 17     |
| #7       | 63                      | 81  | 48    | 63  | 27    |                                     | 20    | 20     |
| #8       | 72                      | 93  | 55    | 72  | 30    |                                     | 22    | 22     |
| #9       | 81                      | 105 | 62    | 81  | 34    |                                     | 25    | 25     |
| #10      | 91                      | 118 | 70    | 91  | 39    |                                     | 28    | 28     |
| #11      | 101                     | 131 | 78    | 101 | 43    |                                     | 31    | 31     |

**NOTES:**

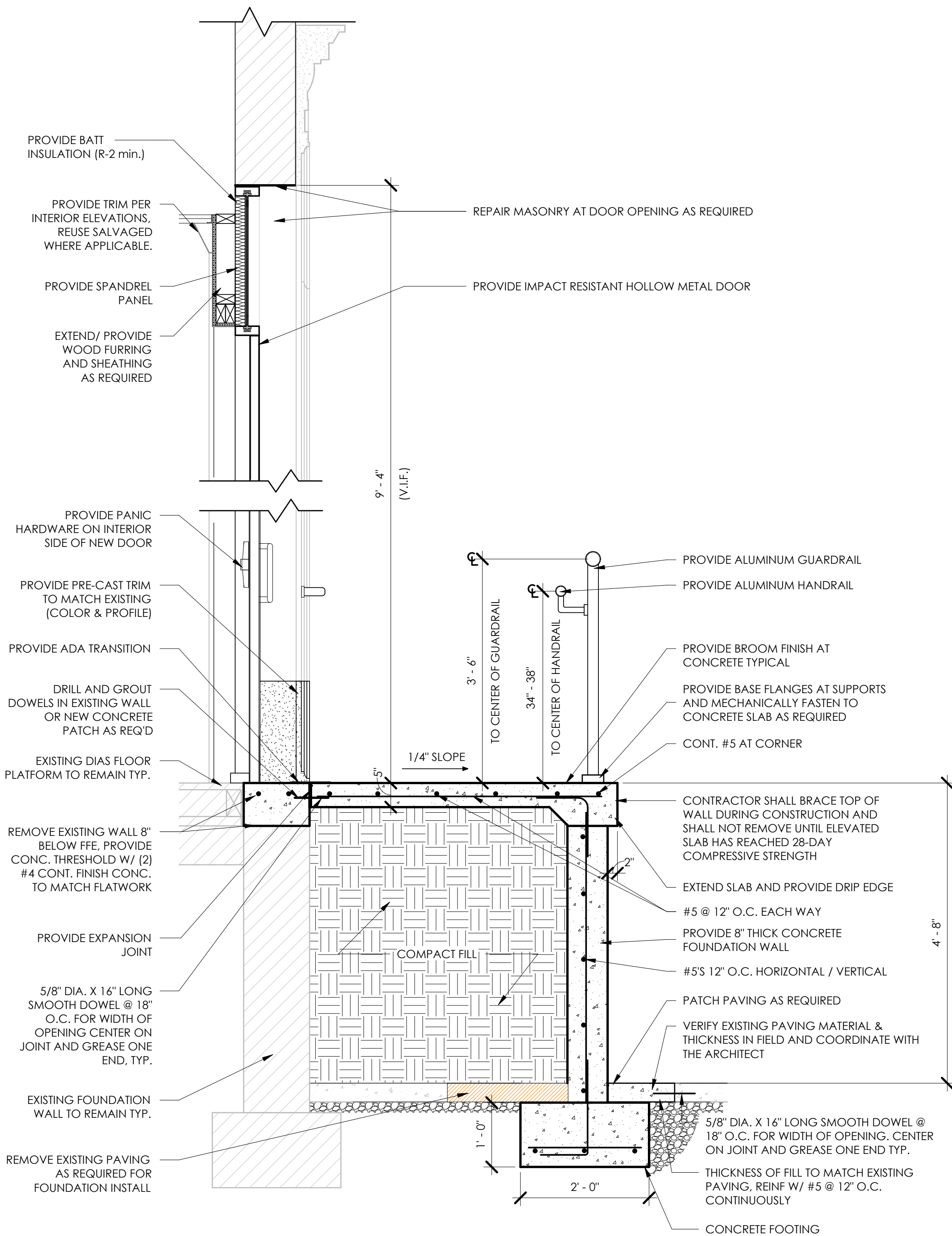
1. TOP BARS ARE HORIZONTAL BARS, PLACED SO THAT MORE THAN 12 INCHES OF FRESH CONCRETE IS PLACED BELOW THE BAR.
2. ALL LAP SPICES SHALL BE CLASS "B" UNLESS OTHERWISE NOTED.
3. LENGTHS IN THE TABLE ARE FOR UNCOATED OR ZINC-COATED (GALVANIZED) BARS.
4. CLEAR SPACING OF BARS BEING DEVELOPED OR SPICED NOT LESS THAN 2Db AND CLEAR COVER NOT LESS THAN Db.
5. VALUES IN TABLE ARE FOR NORMAL WEIGHT CONCRETE.
6. SPACING REQUIREMENTS AND END ANCHORAGE SHALL BE SPACED PER THE REQUIREMENTS OF ACI-318.



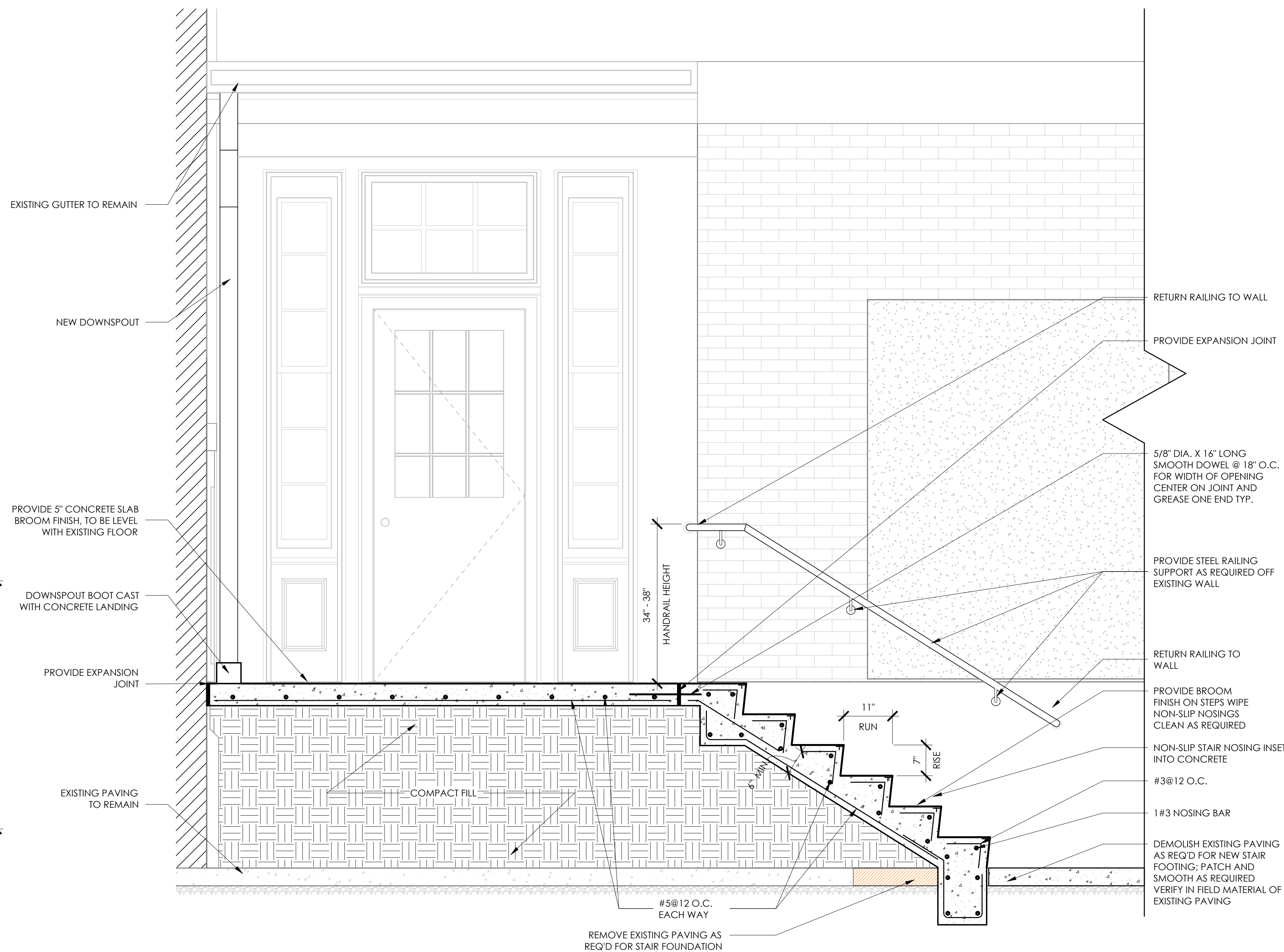
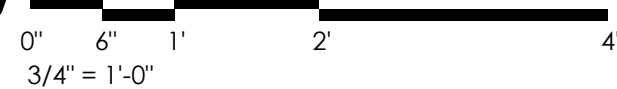


STAIR/RAMP NOTES:

1. Stair riser max. = 7" and stair tread min. = 11"
2. Handrails are required on both sides of stairs and shall be solidly attached to the wall, floor, or stair structure.
3. The tolerance between the largest and smallest rise shall not exceed .375 inch in any flight of stairs.
4. Return all handrails to wall or floor.
5. All handrails shall be between 34" - 38" above leading edge of the nosing or floor surface as per (section 10141.2).
6. Handrails: At stairs shall extend horizontally not less than 12 inches beyond the top riser and continue to slope for the depth of one tread beyond the bottom riser. At ramps shall extend horizontally above the landing 12 inches minimum beyond the top and bottom of ramps runs.
7. Stair nosing's shall not exceed 1-1/2" and shall not be 1-1/4" beyond the tread below (section 1011.5.5.1).
8. Provide a 1-1/2" minimum clearance between the wall surface and railing.
9. All guards shall not be less than 42" high from adjacent walking surfaces, steps or treads and ramps as per (section 10151.3).
10. Landings shall have a slope not steeper than one unit vertical in 48 units horizontal (2-percent slope) in any direction as per (section 1012.6.1).
11. The ramp surface shall be slip-resistant.



## 1 LANDING AND FOOTING DETAIL



## 2 SECTION THROUGH STAIRS



## BID SET

CITY of *Palatka*  
FLORIDA

CLIENT:  
CITY OF PALATKA, CITY HALL  
201 N 2ND ST, PALATKA, FL  
32177  
(386)-329-0100

**Passero Associates**

4730 CASA COLA WAY, SUITE 200 (904) 757-6106  
ST. AUGUSTINE, FL 32095

PRINCIPAL  
PROJECT ARCHITECT  
DESIGNER

[illegible]

UNAUTHORIZED USE OF THESE DRAWINGS IS IN VIOLATION OF  
FLORIDA ADMINISTRATIVE CODE 61G15-27-001 AND FLORIDA  
STATUTES 471.033(1). THESE PLANS ARE COPYRIGHT PROTECTED.  
©

## BUILDING SECTIONS

201 N 2nd St.

Palatka City Hall - Emergency  
Egress and Commission  
Chambers Millwork Upgrades

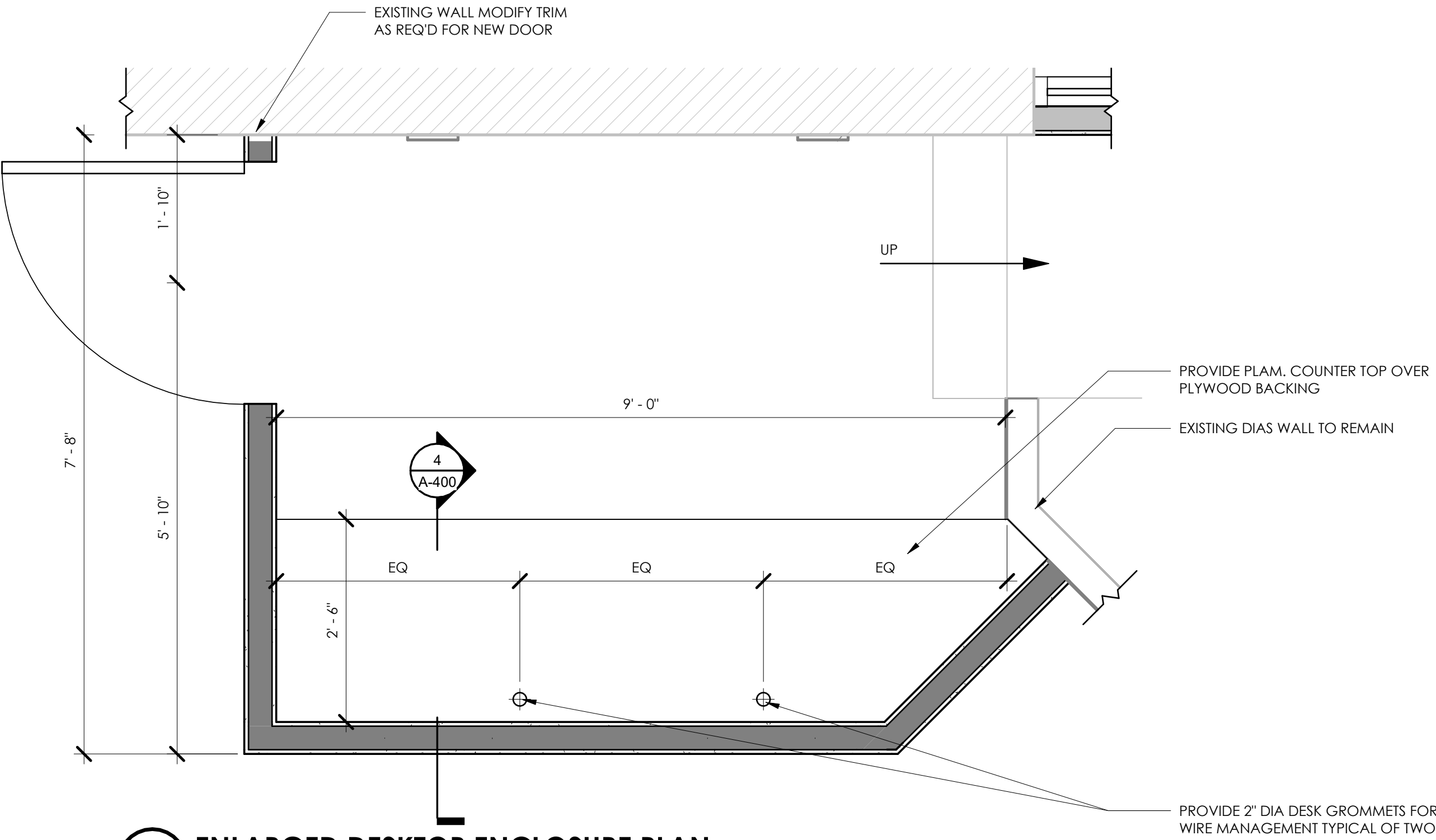
TOWN/CITY: PALATKA  
COUNTY: PUTNAM STATE: FL

PROJECT NO.:  
20213160.0009

DRAWING NO.: **A-301**

DATE: MAY 3, 2024

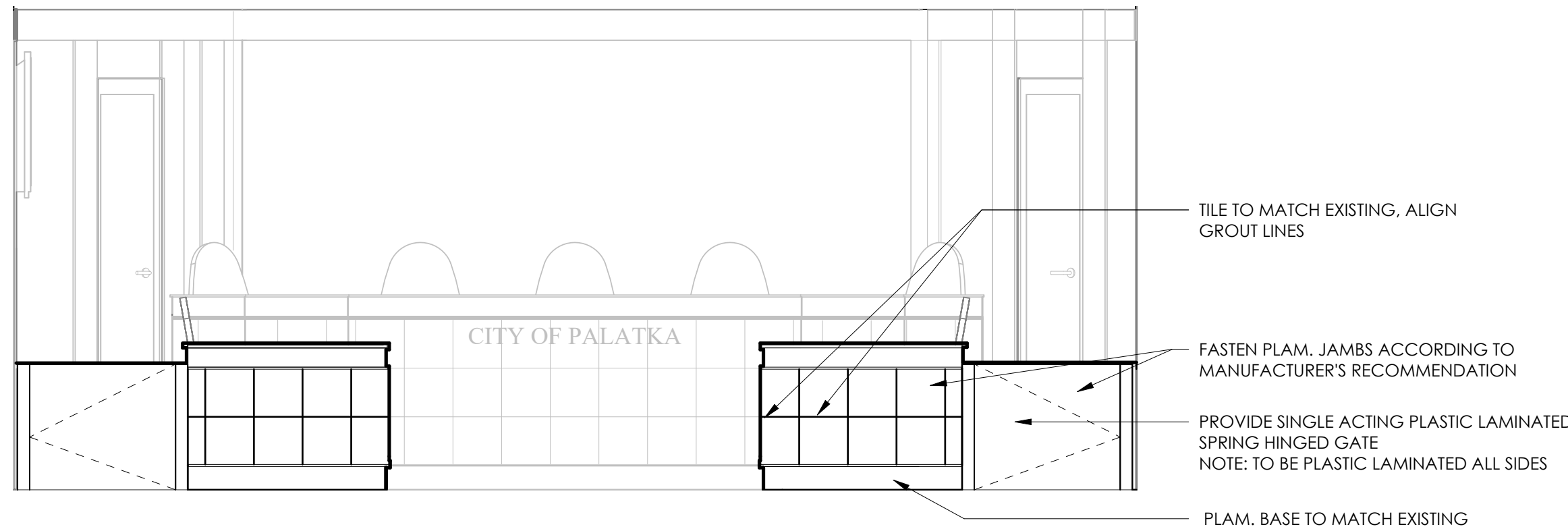




**1 ENLARGED DESKTOP ENCLOSURE PLAN**

0' 1' 2' 4' 8'

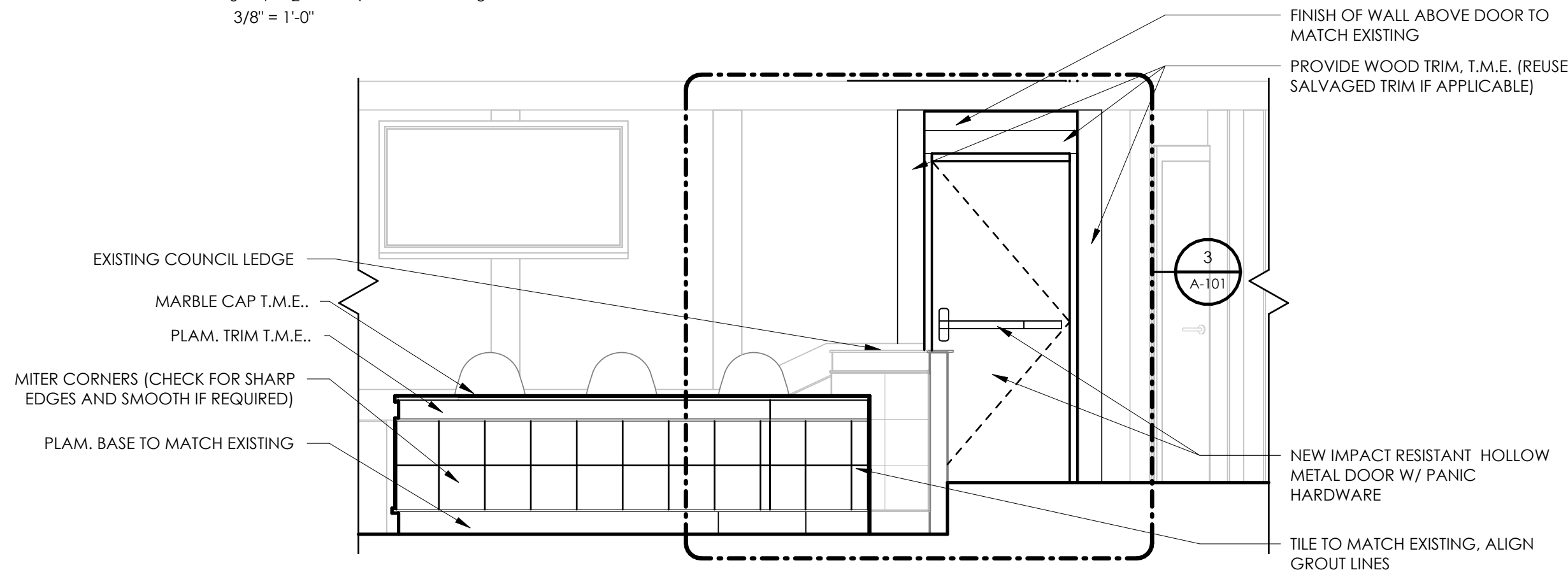
3/4" = 1'-0"



**2 COUNCIL CHAMBERS ELEVATION**

0' 1' 2' 4' 8'

3/8" = 1'-0"



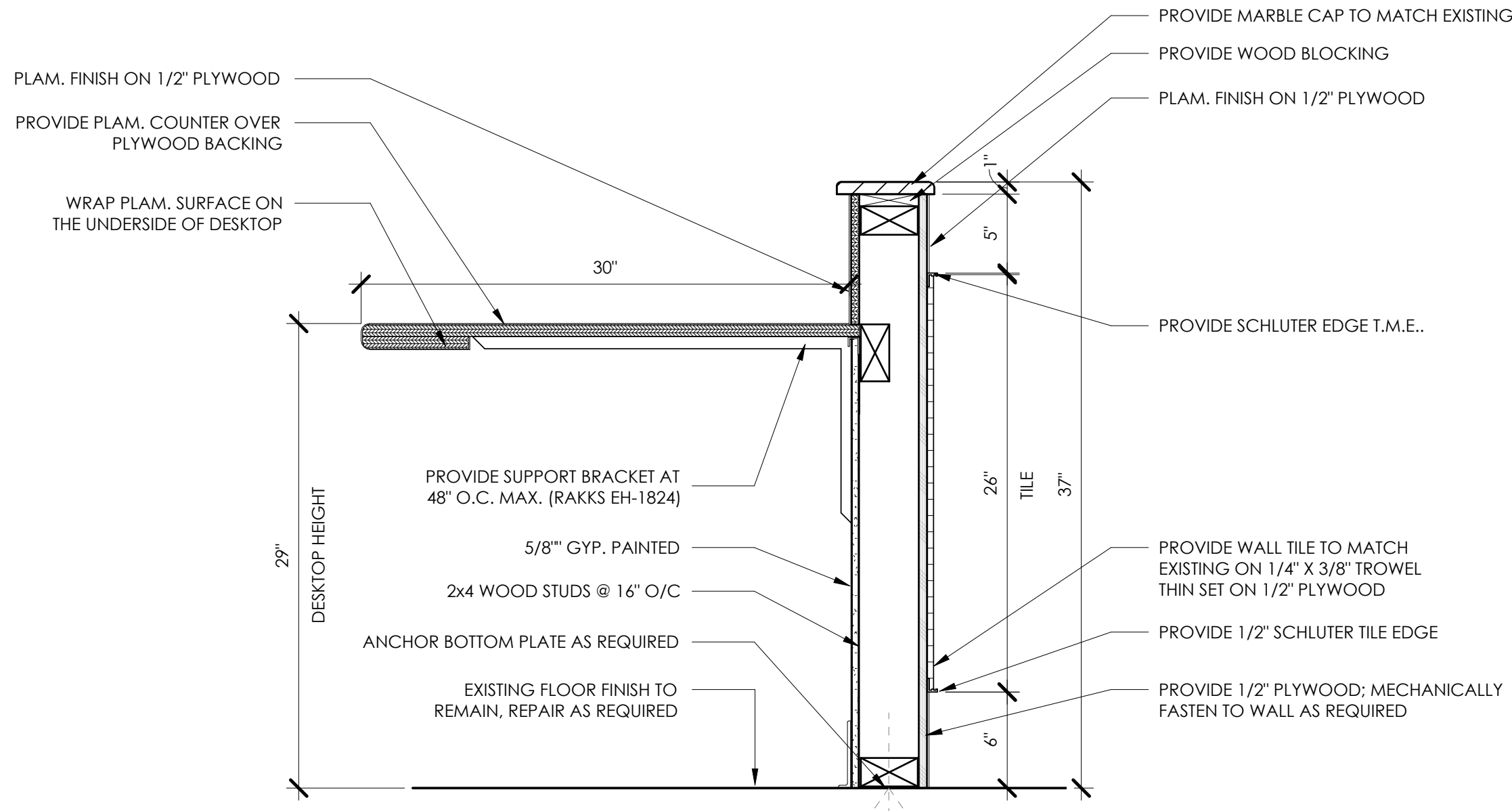
**3 DESKTOP ENCLOSURE**

0' 1' 2' 4' 8'

3/8" = 1'-0"

FINISH NOTES:

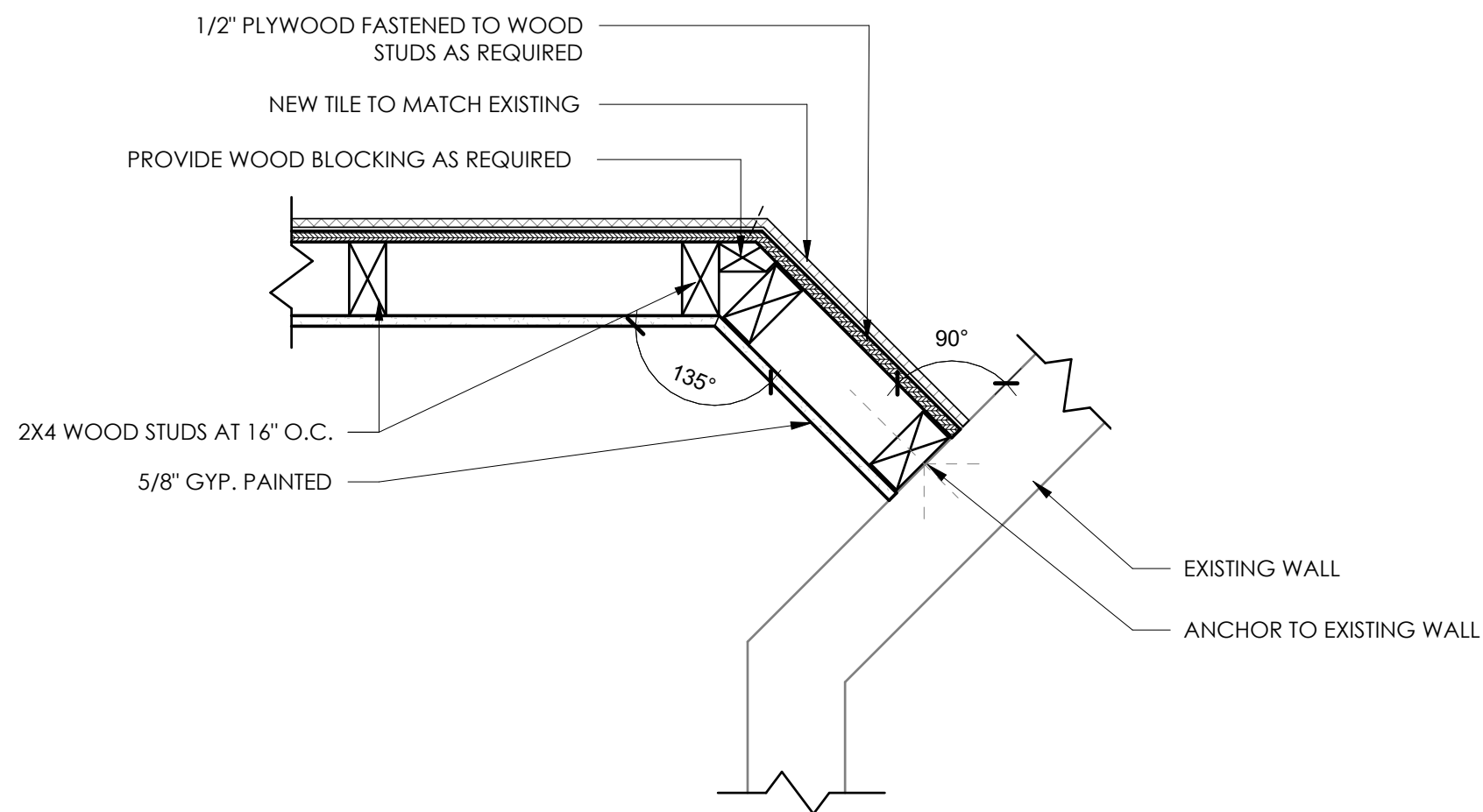
1. UNLESS STATED OTHER WISE; ALL FINISHES TO MATCH EXISTING FINISHES.



**4 DESKTOP DETAIL**

0' 1' 2' 4' 8'

1 1/2" = 1'-0"



**5 DESKTOP ENCLOSURE WALL DETAIL**

0' 1' 2' 4' 8'

1 1/2" = 1'-0"

STAMP:

**CITY of Palatka**  
FLORIDA

CLIENT:  
CITY OF PALATKA, CITY HALL  
201 N 2ND ST, PALATKA, FL  
32177  
(386)-329-0100

**Passero Associates**  
4730 CASA COIA WAY, SUITE 200 (904) 757-6106  
ST. AUGUSTINE, FL 32095

PRINCIPAL PROJECT ARCHITECT DESIGNER: Brad Wente  
JUSTIN VOLLENWEIDER  
JESSE ROY TAYLOR

| NO. | DATE | BY | DESCRIPTION |
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**INTERIOR ELEVATIONS**

201 N 2nd St.

Palatka City Hall - Emergency Egress and Commission Chambers Millwork Upgrades

TOWN/CITY: PALATKA

COUNTY: PUTNAM STATE: FL

PROJECT NO.: 20213160.0009

DRAWING NO.: A-400

DATE: MAY 3, 2024

**BID SET**

**ADOPT RESOLUTION 2024-R-232 awarding ITB 2024-20 and execution of a contract for the Lift Station 16 Improvements project to Ferreira Construction Company in amount not to exceed \$1,686,680. (\$340,196 grant funded with remaining budgeted with City funds in FY 24-25)**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

Request for authorization to award contract to Ferreira Construction Company for ITB 2024-20 Lift Station 16 Improvement project in an amount not to exceed \$1,686,680.

### **BACKGROUND**

ITB 2024-20 was issued on August 16, 2024 for the Lift Station 16 Improvements project. Two (2) responses were opened on September 20, 2024.

### **PROJECT ANALYSIS**

Hanson Professional Services the engineer of record has recommended award to Ferreira Construction Company as the lowest and most responsive bidder at a not to exceed cost of \$1,686,680. The construction project is grant funded by Florida Commerce in an amount of \$340,196 and City funded in the amount of \$1,346,484.  
GL 041-12-535-8-6401 and 041-12-535-6-6301

### **Staff Recommendation**

Adopt Resolution.

### **ATTACHMENTS**

|    |                                                                                 |
|----|---------------------------------------------------------------------------------|
| 1. | 2024-R-232 awarding contract with Feereira Construction Company Lift Station 16 |
| 2. | CONTRACT FOR SERVICES FERREIRA CONTRUCTION- FINALjp                             |
| 3. | ITB 2024-20_Ltr.Recommendation.10.25.24                                         |
| 4. | Ferreira Construction Bid Submittal                                             |
| 5. | ITB 2024-20 Lift Station 16 Bid Tab complete                                    |

**RESOLUTION NO. 2024-R-232**

**A RESOLUTION AUTHORIZING AWARD OF INVITATION TO BID 2024-20; AUTHORIZING EXECUTION OF A CONTRACT WITH FERREIRA CONSTRUCTION COMPANY; UTILIZING FLORIDA COMMERCE GRANT FUNDING AND CITY BUDGETED FUNDS FOR THE LIFT STATION 16 IMPROVEMENTS PROJECT; AND PROVIDING FOR SCRIVENER'S ERRORS**

**WHEREAS**, on August 16, 2024 the City of Palatka issued Invitation to Bid (ITB) 2024-20, Lift Station Improvements Project (THE PROJECT), received bids on 9-20-2024; and

**WHEREAS** Hanson Professional Services, the engineer of record, has recommended award to Ferreira Construction Company as the most responsive bidder at \$1,686,680; and

**WHEREAS**, the City deems it reasonable and necessary to award ITB 2024-20 and execute a contract for the **Project**.

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

1. Invitation to Bid 2024-20 is hereby awarded to Ferreira Construction Company;
2. the Mayor and City Clerk are hereby authorized to execute and attest a Construction Agreement for an amount not to exceed \$1,686,680 with Ferreira Construction Company for the PROJECT upon the approval of the Florida Department of Commerce; 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 14th day of November, 2024.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



**ROBERTA M. CORREA**  
MAYOR-COMMISSIONER

**TAMMIE McCASKILL**  
COMMISSIONER

**JUSTIN R. CAMPBELL, SR.**  
COMMISSIONER

**WILL JONES**  
COMMISSIONER

**RUFUS J. BOROM**  
COMMISSIONER



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

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

**JANE WEST, ESQ.**  
CITY ATTORNEY

**SUNNI KRANTZ, CMC**  
CITY CLERK

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

**CHRIS TAYLOR**  
CHIEF, FIRE DEPT.

## CONTRACT FOR SERVICES

### Lift Station 16 Improvements

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 Ferreira Construction Company, a Limited Liability Corporation authorized to do business in the State of Florida, hereinafter referred to as Contractor, whose Federal I.D. is\_\_\_\_\_.

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

#### ARTICLE 1 – SCOPE OF WORK AND CONTACTS

Contractor. responsibility under this Contract is to provide professional services in the area of St. Johns Avenue and Zeagler Drive, 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 Carlos Dominguez Brito, telephone no. 386-329-0100, e-mail:cdominguezbrito@palatka-fl.gov.

CONTRACTOR. representative/liaison during the performance of this Contract shall be Nicholas Payne, 1591 Pickettville Rd, Jacksonville, FL 32220.

#### ARTICLE 2 - SCHEDULE

CONTRACTOR. shall commence services after the execution of a notice to proceed and complete all services no later than 150 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 CONTRACTOR.**

- 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 One Million Six Hundred Eighty Six Thousand Six Hundred Eighty Dollars (\$1,686,680). CONTRACTOR. shall notify the CITY's representative in writing when 90% of the "not to exceed amount" has been reached.
- B. CONTRACTOR 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 CONTRACTOR. 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, CONTRACTOR. will clearly state "final invoice" on CONTRACTOR final/last billing to the CITY. This shall constitute CONTRACTOR 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 CONTRACTOR.
- E. In order to do business with City of Palatka, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR. It may also be terminated, in whole or in part, by the CITY, with cause upon five (5) business days written notice to CONTRACTOR or without cause upon ten (10) business days written notice to CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR 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, CONTRACTOR 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**

CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of CONTRACTOR 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. CONTRACTOR is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials. CONTRACTOR 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**

CONTRACTOR 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 CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR 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:**

CONTRACTOR 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:**

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

### **C. Professional Liability:**

CONTRACTOR 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 CONTRACTOR most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR 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**

CONTRACTOR 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 CONTRACTOR.

**ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The CITY and CONTRACTOR 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 CONTRACTOR 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**

CONTRACTOR 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.

CONTRACTOR further represents that no person having any such conflict of interest shall be employed for said performance of services. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. The CITY agrees to notify CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, the CITY shall so state in the notification and CONTRACTOR 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 CONTRACTOR under the terms of this Contract.

### **ARTICLE 15 - EXCUSABLE DELAYS**

CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR request, the CITY shall consider the facts and extent of any failure to perform the work and, if CONTRACTOR 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**

CONTRACTOR 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. CONTRACTOR 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**

CONTRACTOR 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 CONTRACTOR 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**

CONTRACTOR 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 CONTRACTOR sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONTRACTOR 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. CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation.

#### **ARTICLE 19 - CONTINGENT FEES**

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR 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 CONTRACTOR, 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**

CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR retaliate against any person for reporting instances of such discrimination. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR shall include this language in its subcontracts.

## **ARTICLE 22 - AUTHORITY TO PRACTICE**

CONTRACTOR 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, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and CONTRACTORS 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 CONTRACTOR of the CITY'S notification of a contemplated change, CONTRACTOR 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 CONTRACTOR ability to meet the completion dates or schedules of this Contract. If the CITY so instructs in writing, CONTRACTOR 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 CONTRACTOR shall not commence work on any such change until such written amendment is signed by CONTRACTOR 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. 2<sup>nd</sup> Street, Palatka, FL 32177

With copy to: City of Palatka Attorney's Office, 201 N. 2<sup>nd</sup> Street, Palatka, FL 32177

If sent to CONTRACTOR notices shall be addressed to:

### **CONTACTOR:**

Nicholas Payne  
Ferreira Construction Co., Inc.  
591 Pickettville Rd.  
Jacksonville, FL 32220

## **ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and CONTRACTOR 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**

CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR 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, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and CONTRACTOR is 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 CONTRACTOR 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, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and CONTRACTORS 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 CONTRACTOR, 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 CONTRACTOR: (i) provides a service; and (ii) acts on behalf of the CITY as provided under Section 119.011(2) F.S., CONTRACTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time CONTRACTOR 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 CONTRACTOR does not transfer the records to the public agency.
- D. Upon completion of the Contract CONTRACTOR shall transfer, at no cost to the CITY, all public records in possession of CONTRACTOR 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 CONTRACTOR transfers all public records to the CITY upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR shall execute by manual means only, unless the CITY provides otherwise.

#### **ARTICLE 32 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CITY has a good faith belief that CONTRACTOR subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, CITY shall notify CONTRACTOR to terminate its contract with the subcontractor and CONTRACTOR shall immediately terminate its contract with the subcontractor. If CITY terminates this CONTRACT pursuant to the above, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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.

\_\_\_\_\_  
Notary Public

My commission expires:



**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: Lift Station 16 Improvements

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 SECT

October 25, 2024

Mr. Carlos Dominguez Brito  
City of Palatka  
201 N. 2<sup>nd</sup> Street  
Palatka, Florida 32177

Re: Invitation to Bid (ITB) 2024-20  
Lift Station 16 Improvements

Dear Mr. Brito

Hanson Professional Services has reviewed the bids for the referenced project. There was a total of two (2) 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 Ferreira Construction Company, Inc. from Jacksonville, 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

| Lift Station 16 Improvements |                                                                 |          |      |                 |                |                       |                |             |            |             |            |
|------------------------------|-----------------------------------------------------------------|----------|------|-----------------|----------------|-----------------------|----------------|-------------|------------|-------------|------------|
|                              |                                                                 |          |      | Bid Items       |                |                       |                |             |            |             |            |
|                              |                                                                 |          |      | SGS Contracting |                | Ferreira Construction |                |             |            |             |            |
| Item No.                     | Description                                                     | Quantity | Unit | Unit Cost       | Total Cost     | Unit Cost             | Total Coast    | Unit Cost   | Total Cost | Unit Cost   | Total Cost |
| 1                            | General Conditions, Mobilization, Bonds, Insurance, As-Builts   | 1        | LS   | \$75,000.00     | \$75,000.00    | \$456,000.00          | \$456,000.00   |             |            |             |            |
| 2                            | Site Preparation                                                | 1        | LS   | \$50,000.00     | \$50,000.00    | \$38,000.00           | \$38,000.00    |             |            |             |            |
| 3                            | Maintenance of Traffic                                          | 1        | LS   | \$5,000.00      | \$5,000.00     | \$6,180.00            | \$6,180.00     |             |            |             |            |
| 4                            | Erosion Control & Pollution Abatement                           | 1        | LS   | \$500.00        | \$500.00       | \$38,300.00           | \$38,300.00    |             |            |             |            |
| 5                            | Abandon 8-inch Gravity Sewer by Grout Fill                      | 34       | LF   | \$100.00        | \$3,400.00     | \$291.00              | \$9,894.00     |             |            |             |            |
| 6                            | Abandon 8-inch Force Main by Grout Fill                         | 64       | LF   | \$100.00        | \$6,400.00     | \$300.00              | \$19,200.00    |             |            |             |            |
| 7                            | Remove 11'x6' Concrete Influent Structure                       | 1        | LS   | \$25,000.00     | \$25,000.00    | \$11,800.00           | \$11,800.00    |             |            |             |            |
| 8                            | Remove Exist Suction Lift Pumps, Piping, Electrical             | 1        | LS   | \$15,000.00     | \$15,000.00    | \$17,800.00           | \$17,800.00    |             |            |             |            |
| 9                            | Remove Exist Can Dry Well                                       | 1        | LS   | \$0.00          | \$0.00         | \$5,850.00            | \$5,850.00     |             |            |             |            |
| 10                           | 8" PVC (DR-18) Force Main                                       | 49       | LF   | \$150.00        | \$7,350.00     | \$160.00              | \$7,840.00     |             |            |             |            |
| 11                           | Type "B" Saddle Manhole (10' to 12' Deep)                       | 1        | EA   | \$20,000.00     | \$20,000.00    | \$23,420.00           | \$23,420.00    |             |            |             |            |
| 12                           | 12" PVC (SDR-35) Gravity Sewer (10' to 12' Deep)                | 24       | LF   | \$500.00        | \$12,000.00    | \$200.00              | \$4,800.00     |             |            |             |            |
| 13                           | 8" PVC (SDR-35) Gravity Sewer (10' to 12' Deep)                 | 48       | LF   | \$475.00        | \$22,800.00    | \$132.00              | \$6,336.00     |             |            |             |            |
| 14                           | 8" PVC (DR-18) Gravity Sewer (Between Wet Wells)                | 18       | LF   | \$500.00        | \$9,000.00     | \$90.00               | \$1,620.00     |             |            |             |            |
| 15                           | Core Existing Manhole                                           | 1        | EA   | \$3,000.00      | \$3,000.00     | \$3,400.00            | \$3,400.00     |             |            |             |            |
| 16                           | Core Existing Concrete Wet Well                                 | 1        | EA   | \$3,000.00      | \$3,000.00     | \$4,900.00            | \$4,900.00     |             |            |             |            |
| 17                           | 12-foot Diameter Concrete Wet Well with Liner (20-ft Deep)      | 1        | EA   | \$1,188,400.00  | \$1,188,400.00 | \$645,000.00          | \$645,000.00   |             |            |             |            |
| 18                           | Spray-on Liner for Juntion MH and Existing Wet Well             | 1        | LS   | \$45,000.00     | \$45,000.00    | \$26,000.00           | \$26,000.00    |             |            |             |            |
| 19                           | Duplex Suction Lift Wastewater Pump Package (Skid Mount)        | 1        | LS   | \$175,000.00    | \$175,000.00   | \$140,000.00          | \$140,000.00   |             |            |             |            |
| 20                           | 8" DI Pump Suction Pipe                                         | 50       | LF   | \$475.00        | \$23,750.00    | \$330.00              | \$16,500.00    |             |            |             |            |
| 21                           | 10"x8" Flanged Reducing Bend                                    | 2        | EA   | \$2,000.00      | \$4,000.00     | \$2,100.00            | \$4,200.00     |             |            |             |            |
| 22                           | 8" DI Pump Discharge Pipe                                       | 18       | LF   | \$1,000.00      | \$18,000.00    | \$180.00              | \$3,240.00     |             |            |             |            |
| 23                           | 6" DI Pump Out Pipe                                             | 6        | LF   | \$1,000.00      | \$6,000.00     | \$950.00              | \$5,700.00     |             |            |             |            |
| 24                           | 8" MJ 90 Degree Bend                                            | 2        | EA   | \$1,000.00      | \$2,000.00     | \$1,600.00            | \$3,200.00     |             |            |             |            |
| 25                           | 6" Flanged 90 Degree Bend                                       | 1        | EA   | \$1,000.00      | \$1,000.00     | \$1,600.00            | \$1,600.00     |             |            |             |            |
| 26                           | 8"x6" MJ Tee                                                    | 1        | EA   | \$1,000.00      | \$1,000.00     | \$2,200.00            | \$2,200.00     |             |            |             |            |
| 27                           | 8" Flanged 90 Degree Bend                                       | 2        | EA   | \$2,000.00      | \$4,000.00     | \$1,900.00            | \$3,800.00     |             |            |             |            |
| 28                           | 8" MJ Plug Valve with Box and Cover                             | 2        | EA   | \$6,000.00      | \$12,000.00    | \$3,900.00            | \$7,800.00     |             |            |             |            |
| 29                           | 6" Flanged Plug Valve with Quick Disconnect for Pump Out        | 1        | EA   | \$2,500.00      | \$2,500.00     | \$1,900.00            | \$1,900.00     |             |            |             |            |
| 30                           | 8" MJ 45 Degree Bend                                            | 1        | EA   | \$1,000.00      | \$1,000.00     | \$1,800.00            | \$1,800.00     |             |            |             |            |
| 31                           | 8" MJ Cut-in Sleeve                                             | 1        | EA   | \$1,000.00      | \$1,000.00     | \$1,800.00            | \$1,800.00     |             |            |             |            |
| 32                           | Connect to Existing Force Main                                  | 1        | EA   | \$5,000.00      | \$5,000.00     | \$2,500.00            | \$2,500.00     |             |            |             |            |
| 33                           | Concrete Sidewalk Remove and Replace (4" Thick)                 | 29       | SF   | \$140.00        | \$4,060.00     | \$160.00              | \$4,640.00     |             |            |             |            |
| 34                           | Concrete Driveway Remove and Replace (6" Thick)                 | 49       | SF   | \$150.00        | \$7,350.00     | \$190.00              | \$9,310.00     |             |            |             |            |
| 35                           | Electrical (Control Panel, VFDs, Wiring, Conduits, Floats, etc) | 1        | LS   | \$125,000.00    | \$125,000.00   | \$120,000.00          | \$120,000.00   |             |            |             |            |
| 36                           | Vinyl Coated 6-Ft Chain Link Fence with (2) double gates        | 1        | LS   | \$5,000.00      | \$5,000.00     | \$21,000.00           | \$21,000.00    |             |            |             |            |
| 37                           | Site Regrading                                                  | 1        | LS   | \$15,000.00     | \$15,000.00    | \$3,400.00            | \$3,400.00     |             |            |             |            |
| 38                           | Sodding                                                         | 2500     | SF   | \$1.50          | \$3,750.00     | \$2.30                | \$5,750.00     |             |            |             |            |
|                              |                                                                 |          |      |                 |                |                       |                |             |            |             |            |
|                              |                                                                 |          |      |                 |                |                       |                |             |            |             |            |
|                              |                                                                 |          |      | Grand Total     | \$1,907,260.00 | Grand Total           | \$1,686,680.00 | Grand Total | \$0.00     | Grand Total | \$0.00     |



Bid Submittal

City of Palatka  
Invitation to Bid (ITB) 2024-20  
Lift Station No. 16 Improvements

September 20th, 2024

CONTACT

591 Pickettville Rd | Jacksonville, FL 32220 | 904-404-6085 | [Npayne@FerreiraConstruction.com](mailto:Npayne@FerreiraConstruction.com)

[www.FerreiraConstruction.com](http://www.FerreiraConstruction.com)

**SECTION 00 41 15**

**BID FORM**

**PROJECT IDENTIFICATION:** CITY OF PALATKA  
LIFT STATION NO.16 IMPROVEMENTS

**BID DEADLINE:** September 20, 2024 at 2:30 p.m.

**THIS BID IS SUBMITTED TO:** City of Palatka  
201 North 2<sup>nd</sup> Street  
Palatka, Florida 32177

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

| <u>Addendum No.</u>         | <u>Addendum Date</u>        |
|-----------------------------|-----------------------------|
| <u>1</u>                    | <u>09/17/2024</u>           |
| <u>                    </u> | <u>                    </u> |
| <u>                    </u> | <u>                    </u> |

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect costs, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly

required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| BASE BID |                                                               |          |      |              |              |
|----------|---------------------------------------------------------------|----------|------|--------------|--------------|
| Item No. | Description                                                   | Quantity | Unit | Unit Cost    | Total Cost   |
| 1        | General Conditions, Mobilization, Bonds, Insurance, As-Builts | 1        | LS   | \$456,000.00 | \$456,000.00 |
| 2        | Site Preparation                                              | 1        | LS   | \$38,000.00  | \$38,000.00  |
| 3        | Maintenance of Traffic                                        | 1        | LS   | \$6,180.00   | \$6,180.00   |
| 4        | Erosion Control & Pollution Abatement                         | 1        | LS   | \$38,300.00  | \$38,300.00  |
| 5        | Abandon 8-inch Gravity Sewer by Grout Fill                    | 34       | LF   | \$291.00     | \$9,894.00   |
| 6        | Abandon 8-inch Force Main by Grout Fill                       | 64       | LF   | \$300.00     | \$19,200.00  |
| 7        | Remove 11'x 6' Concrete Influent Structure                    | 1        | LS   | \$11,800.00  | \$11,800.00  |
| 8        | Remove Exist Suction Lift Pumps, Piping, Electrical           | 1        | LS   | \$17,800.00  | \$17,800.00  |
| 9        | Remove Existing Can Dry Well                                  | 1        | LS   | \$5,850.00   | \$5,850.00   |
| 10       | 8" PVC (DR-18) Force Main                                     | 49       | LF   | \$160.00     | \$7,840.00   |
| 11       | Type "B" Saddle Manhole (10' to 12' Deep)                     | 1        | EA   | \$23,420.00  | \$23,420.00  |
| 12       | 12" PVC (SDR-35) Gravity Sewer (10' to 12' Deep)              | 24       | LF   | \$200.00     | \$4,800.00   |
| 13       | 8" PVC (SDR-35) Gravity Sewer (10' to 12' Deep)               | 48       | LF   | \$132.00     | \$6,336.00   |
| 14       | 8" PVC (DR-18) Gravity Sewer (Between Wet Wells)              | 18       | LF   | \$90.00      | \$1,620.00   |
| 15       | Core Existing Manhole                                         | 1        | EA   | \$3,400.00   | \$3,400.00   |
| 16       | Core Existing Concrete Wet Well                               | 1        | EA   | \$4,900.00   | \$4,900.00   |
| 17       | 12-foot Diameter Concrete Wet Well with Liner (20-feet Deep)  | 1        | EA   | \$645,000.00 | \$645,000.00 |
| 18       | Spray-on Liner for Junction MH and Existing Wet Well          | 1        | LS   | \$26,000.00  | \$26,000.00  |



|    |                                                                   |       |    |              |              |
|----|-------------------------------------------------------------------|-------|----|--------------|--------------|
| 19 | Duplex Suction Lift Wastewater Pump Package (Skid Mounted)        | 1     | LS | \$140,000.00 | \$140,000.00 |
| 20 | 8" D.I. Pump Suction Pipe                                         | 50    | LF | \$330.00     | \$16,500.00  |
| 21 | 10"x 8" Flanged Reducing Bend                                     | 2     | EA | \$2,100.00   | \$4,200.00   |
| 22 | 8" D.I. Pump Discharge Pipe                                       | 18    | LF | \$180.00     | \$3,240.00   |
| 23 | 6" D.I. Pump Out Pipe                                             | 6     | LF | \$950.00     | \$5,700.00   |
| 24 | 8" M.J. 90 Degree Bend                                            | 2     | EA | \$1,600.00   | \$3,200.00   |
| 25 | 6" Flanged 90 Degree Bend                                         | 1     | EA | \$1,600.00   | \$1,600.00   |
| 26 | 8"x 6" M.J. Tee                                                   | 1     | EA | \$2,200.00   | \$2,200.00   |
| 27 | 8" Flanged 90 Degree Bend                                         | 2     | EA | \$1,900.00   | \$3,800.00   |
| 28 | 8" M.J. Plug Valve with Box and Cover                             | 2     | EA | \$3,900.00   | \$7,800.00   |
| 29 | 6" Flanged Plug Valve with Quick Disconnect for Pump Out          | 1     | EA | \$1,900.00   | \$1,900.00   |
| 30 | 8" M.J. 45 Degree Bend                                            | 1     | EA | \$1,800.00   | \$1,800.00   |
| 31 | 8" M.J. Cut-in Sleeve                                             | 1     | EA | \$1,800.00   | \$1,800.00   |
| 32 | Connect to Existing Force Main                                    | 1     | EA | \$2,500.00   | \$2,500.00   |
| 33 | Concrete Sidewalk Remove and Replace (4" Thick)                   | 29    | SF | \$160.00     | \$4,640.00   |
| 34 | Concrete Driveway Remove and Replace (6" Thick)                   | 49    | SF | \$190.00     | \$9,310.00   |
| 35 | Electrical (Control Panel, VFD's, Wiring, Conduits, Floats, etc.) | 1     | LS | \$120,000.00 | \$120,000.00 |
| 36 | Vinyl Coated 6-Ft Chain Link Fence with (2) double gates          | 1     | LS | \$21,000.00  | \$21,000.00  |
| 37 | Site Regrading                                                    | 1     | LS | \$3,400.00   | \$3,400.00   |
| 38 | Sodding                                                           | 2,500 | SF | \$2.30       | \$5,750.00   |

TOTAL BID AMOUNT (ITEM NO. 1 – 38) \$ 1,686,680.00  
(Figures)

one million six hundred eighty six thousand six hundred and eight dollars  
(Use Words)

All specific cash allowances are included in the price(s) set forth above and have been computed in accordance with paragraph 11.02 of the General Conditions.

Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment of all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially complete within 150 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 30 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

- A. Proposer's Certification
- B. Bid Security in the form of a certified check of Bid Bond
- C. Certification as to Corporate Principal
- D. Certification of Owner's Attorney
- E. Addenda Receipt Acknowledgement

- F. Respondent's Certification
- G. Florida Trench Safety Act Certification
- H. Appendix A to the Florida Department of Environmental Protection Supplementary Conditions.
- I. Certification Form 1-14 (CDBG Supplementary Conditions)

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on September 20th, 2024.

State Contractor License No. CGC1509418.

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's Signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

A Corporation

Corporation Name: Ferreira Construction Co., Inc. (SEAL)

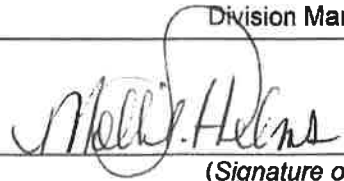
State of Incorporation: NJ

Type (General Business, Professional, Service, Limited Liability): Service

By:   
(Signature – attach evidence of authority to sign)

Name (typed or printed): Nicholas Payne

Title: Division Manager (CORPORATE SEAL)

Attest   
(Signature of Corporate Secretary)

Business address: 591 Pickettville Rd  
Jacksonville, FL 32220

Phone No.: 904-222-6810 Fax No.: \_\_\_\_\_

Date of Qualification to do business is 1988

A Joint Venture

Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications:

\_\_\_\_\_

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in a manner indicated above.)

**SECTION 00 45 55**

**FLORIDA TRENCH SAFETY ACT CERTIFICATION**

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) as modified October 1, 2000. The Bidder further identifies the costs to be summarized below:

|                                 | <u>Cost</u>        |
|---------------------------------|--------------------|
| 1. Trench Safety Act Compliance | \$ <u>2,000.00</u> |
| 2. Special Shoring              | \$ <u>NA</u>       |

Identify method of compliance for Item #1: Trench box

Identify or attach a copy of Special Shoring requirements for Item #2: \_\_\_\_\_

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project, and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act, Laws of Florida, 90-96.

BIDDER: Ferreira Construction Co., Inc.

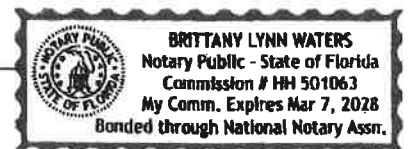
By: 

Name: Nicholas Payne

Title: Division Manager

Sworn to and subscribed before me this 20th day of September, 2024.

  
Notary Public



My Commission Expires: 3/7/2028

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 Bid specifications for the project, the other related documents identified in the Specs, and any Addenda, receipt of all, which is hereby acknowledged:

Addendum No.                      Addendum Date

1                                      09/17/2024

\_\_\_\_\_

\_\_\_\_\_

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.

Nicholas Payne

Name (Print)

*Nicholas Payne*

09/20/2024

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 17<sup>th</sup> day of September, 2024, and is personally known to me, or has provided Drivers License as identification.

*Brittany Lynn Waters*



IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located. BID FOR LUMP SUM CONTRACTS

Place City of Palatka Date 09/20/2024 Project No. 2024-20

Proposal of Ferreira Construction Co., Inc. (hereinafter called "Bidder")

(a corporation ☒ partnership ☐ individual ☐ doing business as

Ferreira Construction Co., Inc.)

to the The City of Palatka, FL hereafter called "Owner".

The bidder, in compliance with your invitation for bids for the construction of the

#### LIFT STATION NO.16 IMPROVEMENTS

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the Project within 180 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ 1,423.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

BASE PROPOSAL: Bidder agrees to perform all of the work described in the specifications and shown on the plans for the sum of one million six hundred eighty six thousand six hundred and eight dollars (\$ 1,686,680.00) (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

#### ALTERNATE PROPOSALS:

Alternate No. 1: N/A

Deduct the sum of N/A (\$                     )

Alternate No. 2: N/A

Deduct the sum of N/A (\$      )  
Alternate No. 3: N/A

Deduct the sum of N/A (\$      )

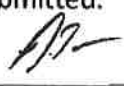
Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

Upon receipt of written notice the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General conditions.

The bid security attached in the sum of 5% of the total bid

(\$5% of the total) is to become the property of the Owner in the event contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By:   
(Signature)

Nicholas Payne - Division Manager  
(Title)

591 Pickettville Rd., Jacksonville FL 32220  
(Business Address and Zip Code)

(SEAL - if bid is by corporation)

#### BONDING AND INSURANCE

1. This Attachment sets forth bonding and insurance requirements for grants. No other bonding and insurance requirements shall be imposed other than those normally required by the recipient.
2. Except as otherwise required by law, a grant that requires the contracting (or subcontracting) for construction of facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees performance bond, and payment bonds unless the construction contract or subcontract exceeds \$100,000.00. For those contracts or subcontracts exceeding \$100,000.00, the State may except the bonding policy and requirements of the recipient provided the State has made a determination that the State's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid. (See Section 7 of "Information for Bidders")



(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

3. Where the Federal Government guarantees or insures the repayment of money borrowed by the recipient, the State, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirement of the recipient is not deemed adequate to protect the interest of the Federal Government.

4. Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR 223).



**CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, Nicholas Payne, the duly authorized and acting legal representative of the City of Palatka do hereby certify as follows:

I have examined the attached contract (s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly authorized; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: 09/20/2024 

### **ADDENDA RECEIPT ACKNOWLEDGMENT**

| Addendum No. | Date       | Initials                                                                            |
|--------------|------------|-------------------------------------------------------------------------------------|
| 1            | 09/17/2024 |  |
|              |            |                                                                                     |
|              |            |                                                                                     |

#### **Bidder's Experience List**

The following are contracts similar in scope to this project which the Contractor has performed within the past five (5) years:

Please see attached

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#### **Subcontractors List**

The following are Subcontractors to be employed by the Contractor:

| Name          | Description of Work |
|---------------|---------------------|
| Self- perform |                     |
|               |                     |
|               |                     |

#### **Manufacturers List**

The following are Manufacturers of materials and equipment to be utilized by the Contractor:

| Name            | Description of Materials and Equipment |
|-----------------|----------------------------------------|
| Included in bid |                                        |
|                 |                                        |



**CONTACT SHEET**

**Name:** Ferreira Construction Co., Inc.

**Federal Taxpayer ID:** 22-3334957

**Mailing Address:** 591 Pickettville Rd.

**City, State, & Zip Code:** Jacksonville, FL 32220

**Telephone:** 904-222-6810

**Fax:**

**Cell Phone:** 904-404-6085

**Email:** npayne@ferreiraconstruction.com

**Submitted By:** Nicholas Payne

**Title:** division manager

**Vendor Accepts Credit Cards\*:** ☐ Yes ☐ No (Please Circle)

**Accounting Contact:**

**Name:** Cindy Doidge **Title:** AP Manager

**Email Address:** ap@ferreiraconstruction.com **Phone:** 908-534-8655

**\*See preferred method of payment under "Prompt Payment Act" section of the Information to Bidders**



### **RESPONDENT'S CERTIFICATION**

I have carefully examined the Plans and Specifications, other related documents identified in the ITB, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.      Addendum Date

1      09/17/2024

\_\_\_\_\_

\_\_\_\_\_

1. I hereby propose to furnish the goods or services specified in the Request for Qualification. I agree that my qualification will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the qualifications.
2. I certify that all information contained in this qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
3. The applicant certifies to the best of his/her knowledge and belief, that his/her principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal 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, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.

4. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Palatka, City Manager.

I further certify, under oath, that this qualification is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a qualification for the same product or service; no officer, employee or agent of the City of Palatka or any other proposer is interested in said qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Ferreira Construction Co., Inc.

Name of Business

Nicholas Payne

Name (Print)

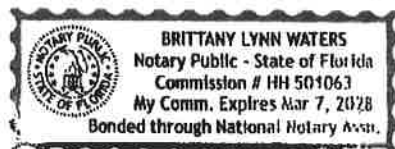
09/20/2024  
Signature

AP  
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 17<sup>th</sup> day of September, 2024, and is personally known to me, or has provided drivers license as identification.



Brittany Lynn Waters  
Notary Public

My Commission expires: 3/7/28

**BID BONDS**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

Ferreira Construction Co., Inc.  
591 Pickettville Rd. Jacksonville, FL 32220 as Principal, and \_\_\_\_\_

Berkshire Hathaway Specialty Insurance Company  
1314 Douglas Street, Suite 1400, Omaha, NE 68102 as Surety, are hereby held and firmly bound

unto The City of Palatka, FL as owner in the penal sum

of Five Percent Of The Total Amount Bid (5%) for the payment of

which, well and truly to be made, we hereby jointly and severally bind ourselves, our  
heirs, executors, administrators, successors and assigns.

Signed, this 20th day of September, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to

The City of Palatka, FL a certain Bid, attached hereto and hereby made apart

hereof to enter into a contract in writing for the:

Lift Station 16 Improvements Project  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

(A) If said Bid shall be rejected, or in the alternate,

(B) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.



The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Ferreira Construction Co., Inc. (L. S.)



SEAL

By: Nicholas Payne

Berkshire Hathaway Specialty Insurance Company



Marisol Mojica, Attorney-in-Fact

ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF Florida

COUNTY OF Duval

ON THE 20th DAY OF September, 2024 BEFORE ME PERSONALLY APPEARED Nicholas Payne  
TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE  
Division Manager OF Ferreira Construction Co., Inc. THE CORPORATION THAT EXECUTED THE  
FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE  
SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY  
OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Brittany L. Waters  
Notary Public  


ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE 20th DAY OF September, 2024 BEFORE ME PERSONALLY APPEARED Marisol Mojica TO ME KNOWN,  
WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF  
Berkshire Hathaway Specialty Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING  
INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY  
OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

William A. Drayton Jr.  
Notary Public

William A. Drayton Jr.  
Notary Public  
State of New Jersey  
My commission expires April 9, 2028

**Power Of Attorney**  
**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**  
**NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY**

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Marisol Molica, Kevin T. Walsh, Jr., Thomas MacDonald, Krystal L. Stravato, Jaclyn Thomas, Ryan Gray, Andrew Moran, 100 South Jefferson Road, Suite 101, of the city of Whippany, State of New Jersey, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY  
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,  
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President



**NOTARY**

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this September 20, 2024.



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney, please contact us at: BHSISurety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor, Boston, MA 02111 | (770) 635-2516 or by email at [Jennifer.Potter@bhassurety.com](mailto:Jennifer.Potter@bhassurety.com). THIS POWER OF ATTORNEY IS VOID IF ALTERED.  
To notify us of a claim, please contact us on our 24-hour toll free number at (855) 453-9675, via email at [claims@bhassurety.com](mailto:claims@bhassurety.com), via fax to (617) 507-9259, or via mail.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

**ARTICLE V.**

**CORPORATE ACTIONS**

\*\*\*

**EXECUTION OF DOCUMENTS:**

\*\*\*

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

**Section 4. Officers, Agents, and Employees:**

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

**NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

**ARTICLE IV**

**Officers**

**Section 1. Officers, Agents and Employees:**

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

General Correspondence

# **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

## **ADMITTED ASSETS\***

|                                | <u>12/31/2023</u>       | <u>12/31/2022</u>       | <u>12/31/2021</u>       |
|--------------------------------|-------------------------|-------------------------|-------------------------|
| Total invested assets          | \$ 6,702,817,810        | \$ 5,680,246,430        | \$ 6,504,184,299        |
| Premium & agent balances (net) | 690,388,245             | 582,469,494             | 552,510,359             |
| All other assets               | 204,404,036             | 217,334,073             | 142,765,038             |
| <b>Total Admitted Assets</b>   | <u>\$ 7,597,610,091</u> | <u>\$ 6,480,049,997</u> | <u>\$ 7,199,459,696</u> |

## **LIABILITIES & SURPLUS\***

|                                        | <u>12/31/2023</u>       | <u>12/31/2022</u>       | <u>12/31/2021</u>       |
|----------------------------------------|-------------------------|-------------------------|-------------------------|
| Loss & loss exp. unpaid                | \$ 1,825,674,253        | \$ 1,495,870,171        | \$ 1,142,116,028        |
| Unearned premiums                      | 604,899,743             | 536,797,683             | 484,660,143             |
| All other liabilities                  | 1,240,939,865           | 1,065,221,844           | 1,163,007,683           |
| <b>Total Liabilities</b>               | <u>3,671,513,861</u>    | <u>3,097,889,698</u>    | <u>2,789,783,854</u>    |
| <b>Total Policyholders' Surplus</b>    | <u>3,926,096,230</u>    | <u>3,382,160,299</u>    | <u>4,409,675,842</u>    |
| <b>Total Liabilities &amp; Surplus</b> | <u>\$ 7,597,610,091</u> | <u>\$ 6,480,049,997</u> | <u>\$ 7,199,459,696</u> |

\* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.



## **ADDENDUM #1**

### **City of Palatka**

201 North 2<sup>nd</sup> Street  
Palatka, Florida 32177  
Tel (386) 329-0100

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#### **Lift Station No. 16 Improvements**

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ISSUE DATE: September 17, 2024

ENGINEER: Hanson Professional Services Inc.

SUBJECT: City of Palatka  
Invitation to Bid (ITB) 2024-20  
Lift Station No. 16 Improvements

INTENT: This addendum is issued prior to the date bids are due to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to include the work of this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

This addenda shall become part of the contract documents from this point forward. Bidders are reminded that this addendum must be noted on the first sheet of the "Bid Form" when they submit their bid. In an effort to ensure all bidders receive this addendum, please send a signed acknowledgment copy of this addendum with your Bid Form.

#### **Questions & Answers**

Q. Clarification on ITB 2024-20 vs ITB 2022-20, as listed on page 8 of the Specs in first paragraph.

A. The ITB for this project is 2024-20.

Q. Is there an engineer's estimate.

A. An engineer's estimate is not available for this project.

Q. Bid documents allow the caisson method for installation of the new wet well. In the event that this method is selected, can the location of the wet well be modified such that it does not conflict with the existing "can" lift station? And if so, may the "can" lift station be abandoned in-place (without removal), inclusive of filling with flowable fill or soil after abandonment?

A. The location of the wet well can be modified provided that accommodations are made for the affected items when changed. The existing "can" lift station can be properly abandoned in place if the wet well location is modified.

The bid deadline remains the same; September 20, 2024 at 2:30 PM

Acknowledgment

 9/17/24  
Signature and Date

Nicholas Payne Division Manager  
Printed Name / Title

Ferreira Construction Co., Inc.  
Company Name

End of Addendum Number One

**NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER/BIDDER  
(CERTIFICATION SUBMITTAL ONE)**

State of Fl  
County of Duval

Nicholas Payne, being first duly sworn, deposes and says that:

1. he/she is Division Manager of Ferreira Construction Co, the Proposer/Bidder that has submitted the attached Proposal/Bid;
2. he/she is fully informed respecting the preparation and contents of the attached Proposal/Bid and of all pertinent circumstances respecting such Proposal/Bid;
3. Such Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid;
4. Neither the said Proposer/Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer/Bidder, firm or person to submit a collusive or sham Proposal/Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer/Bidder, firm or person to fix the price or prices in the attached Proposal/Bid of any other Proposer/Bidder, or to fix any overhead, profit or cost element of the Proposal/Bid Price or the Proposal/Bid Price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The qualifications quoted in the attached Proposal/Bids as well as subsequent negotiated prices, following evaluation and of the firms' qualifications by the City, are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer/Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: 

Title: Nicholas Payne - Division Manager

Subscribed and sworn to before me this 20th day of September, 2024

  
Notary Public



My Commission Expires: 3/7/28



**DRUG-FREE WORKPLACE FORM  
(CERTIFICATION SUBMITTAL TWO)**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies:

That Ferreira Construction Co. does:  
(Name of Business)

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 employee for violations 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 programs, 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 contractual services that are under Proposal/Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under Proposal/Bid, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so 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 the statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Proposer/Bidder's Signature

09/20/2024  
\_\_\_\_\_  
Date

Ferreira Construction Co., Inc.  
\_\_\_\_\_  
Company Name

**INSURANCE  
(CERTIFICATION SUBMITTAL THREE)**

By signing below the Proposer/Bidder is stating that they fully understand the insurance requirements for the project and if awarded the Proposer/Bidder will provide all insurance coverage as required in RFQ/RFP/ITB #2024-20.

The requirements are as follows:

- Proposer/Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of the City

  
\_\_\_\_\_  
Proposer/Bidder (signature)

09/20/2024  
\_\_\_\_\_  
Date

Nicholas Payne  
\_\_\_\_\_  
Name of Authorized Representative

Ferreira Constuction Co., Inc.  
\_\_\_\_\_  
Company Name

## **INDEMNIFICATION (CERTIFICATION SUBMITTAL FOUR)**

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) to the extent arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

**Subrogation:** The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to 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, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

**Release of Liability:** Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: [Signature]  
Signature of Owner or Officer

DATE: 09/20/2024

ATTEST: [Signature]  
Corporate Secretary or Witness

904-222-6810  
Organization Phone Number

STATE OF: FL

COUNTY OF: Duval

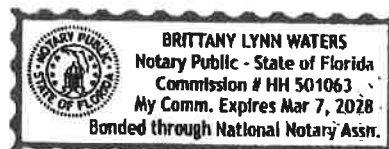
The foregoing instrument was acknowledged before me this 20th day September of 2024  
by Nicholas Payne Division Manager,  
Ferreira Construction Co., Inc. (Company Name). of

He/She is personally known to me or has produced \_\_\_\_\_ as  
identification, and did ✓/did not \_\_\_\_\_ take an oath.

[Signature]  
Signature of Notary

Brittany Waters  
Printed Name of Notary

(Seal)



My Commission Expires: 3/7/28

**SWORN STATEMENT PURSUANT TO  
FLORIDA STATUTES SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES  
(CERTIFICATION SUBMITTAL FIVE)**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Palatka  
[print name of the public entity]  
by Nicholas Payne - Div Mgr for Ferreira Construction Co., Inc.  
[print individual's name and title]

Nicholas Payne - Ferreira Construction  
[print name of entity submitting sworn statement]

whose business address is 591 Pickettville Rd, Jacksonville, FL 32220

and its Federal Employer Identification Number (FEIN) or Social Security Number (SSN)

of the individual signing this sworn statement is 22-3334957.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(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 of the United States, including, but not limited to, any bid/qualifications Proposal/Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a 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 record 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.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- 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 ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall

be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. 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 any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attached is a copy of the final order]

*This Space Left Blank Intentionally*

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
[signature]

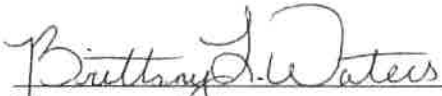
STATE OF FL

COUNTY OF Duval

The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of

September, 2024 by Nicholas Payne

who is personally known to me and who ✓ did /        did not take an oath.

  
Signature of Notary



Brittany Waters  
Printed Name of Notary

(Seal)

My Commission Expires: 3/7/28

**CONTRACTING WITH MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)  
(CERTIFICATION SUBMITTAL SIX)**

By signing below the Proposer/Bidder is stating that they fully understand the Minority/Woman-owned Business Enterprises (MWBE) requirements for the project and if awarded will adhere to 2 CFR 200.321(b)(6), and the requirements in ITB #2024-20, in hiring any subcontractors, if applicable.

The City of Palatka is an Equal Employment Opportunity employer and makes it a priority to ensure minority and women owned business enterprises are extended every opportunity to participate in procurement opportunities the City offers for projects and services. The City takes all necessary affirmative steps, as outlined in 2 CFR 200.321, to assure that minority owned businesses, women owned business enterprises, and labor surplus area firms are used when possible.

For this procurement and all federally funded procurements, the City shall:

- Maintain an updated solicitation list of all qualified minority and women owned business enterprises in City of Palatka and the counties in the same surrounding regional area to City of Palatka;
- Utilize the services provided by the Florida Office of Supplier Diversity and its website to maintain and update the City's minority and women owned business enterprises solicitation;
- Directly solicit by mail, phone, fax, or email all applicable vendors on the City's qualified minority and women business enterprises list providing them with notification of the procurement opportunity the City is offering;
- When economically feasible and allowable, the City will divide total requirements into smaller tasks or quantities to permit maximum participation by small and minority owned businesses, and women's owned business enterprises. (such divisions or reductions shall not be allowed to circumvent requirement thresholds for bonding or insurance);
- Where requirements and schedules of funding entities permit flexibility, establish delivery schedules which encourage participation by small and minority owned businesses, and women owned business enterprises.

In instance where procured prime contractor will utilize subcontractors, the prime contractor shall take affirmative steps, as outlined above, to assure that minority owned businesses, women owned business enterprises, and labor surplus area firms are used as subcontractors when possible.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Proposer/Bidder (signature)

Nicholas Payne  
\_\_\_\_\_  
Name of Authorized Representative

09/20/2024  
\_\_\_\_\_  
Date

Ferreira Construction Co., Inc.  
\_\_\_\_\_  
Company Name



**ACCESS TO RECORDS AND RECORDS RETENTION  
(CERTIFICATION SUBMITTAL SEVEN)**

By signing below the Proposer/Bidder is stating that they fully understand the Access to Records and Records Retention requirements for the project and if awarded the Proposer/Bidder/Vendor will ensure compliance with the requirements and as required in ITB #2024-20, and as outlined below:

**ACCESS TO RECORDS**

1. The City, FloridaCommerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Proposer/Bidder/Vendor, which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement.
2. **PUBLIC RECORDS ACCESS:**
  - a. The Proposer/Bidder/Vendor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S.
  - b. The Proposer/Bidder/Vendor shall keep and maintain public records required to perform the services under this Agreement.
  - c. This Agreement may be unilaterally canceled by the City for refusal by the Proposer/Bidder/Vendor to either provide public records to the City upon request, or to allow inspection and copying of all public records made or received by the Proposer/Bidder/Vendor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
  - d. If the Proposer/Bidder/Vendor meets the definition of “contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
    - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Proposer/Bidder/Vendor of the request, and the Proposer/Bidder/Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If the Proposer/Bidder/Vendor fails to provide the public records to the City within a reasonable time, the Proposer/Bidder/Vendor may be subject to penalties under s. 119.10, F.S.
    - ii. Upon request from the City’s custodian of public records, the Proposer/Bidder/Vendor shall 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, Florida Statutes, or as otherwise provided by law.
    - iii. The Proposer/Bidder/Vendor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not

disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Proposer/Bidder/Vendor does not transfer the records to the City.

- iv. Upon completion of the Agreement, the Proposer/Bidder/Vendor shall transfer, at no cost to City, all public records in possession of the Proposer/Bidder/Vendor or keep and maintain public records required by the City to perform the services under this Agreement. If the Proposer/Bidder/Vendor transfers all public records to the City upon completion of the Agreement, the Proposer/Bidder/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Proposer/Bidder/Vendor keeps and maintains public records upon completion of the Agreement, the Proposer/Bidder/Vendor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to City, upon request from the City's custodian of public records, in a format that is accessible by and compatible with the information technology systems of City.
- e. If the Proposer/Bidder/Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Proposer/Bidder/Vendor's duty to provide public records relating to this agreement, contact the City's custodian of public records by telephone at 386-329-0100 ext 322, by email at [skrantz@palatka-fl.gov](mailto:skrantz@palatka-fl.gov) or at the mailing address below:

**City of Palatka**  
**201 N. 2<sup>nd</sup> Street**  
**Palatka, Florida 32177**

#### RETENTION OF RECORDS

1. The Proposer/Bidder/Vendor shall retain all records relating to this contract for six (6) years after the City makes final payment and all other pending matters are closed.
2. If any litigation, claim, or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

  
\_\_\_\_\_  
Proposer/Bidder (signature)

09/20/2024  
\_\_\_\_\_  
Date

Nicholas Payne  
\_\_\_\_\_  
Name of Authorized Representative

Ferreira Construction Co., Inc.  
\_\_\_\_\_  
Company Name

**E-VERIFY RESPONSIBILITY  
(CERTIFICATION SUBMITTAL EIGHT)**

By signing below the Proposer/Bidder/Vendor states that they fully understand the E-Verify requirements outlined in (Section 448.095 Florida Statute and under Executive Order 11-116) and for the project and if awarded the Proposer/Bidder will provide all E-Verify documentation as required in ITB #2024-20.

As a condition precedent to entering into an Agreement, and in compliance with Section 448.095, Fla. Stat., the Proposer/Bidder/Vendor, and its subcontractors, shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. The Proposer/Bidder/Vendor shall provide the City and require each of its subcontractors to provide the Proposer/Bidder/Vendor, with an affidavit (Exhibit B) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Proposer/Bidder/Vendor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of its Agreement with the City.

b. The City, Proposer/Bidder/Vendor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the Proposer/Bidder/Vendor otherwise complied, shall promptly notify the Proposer/Bidder/Vendor and the Proposer/Bidder/Vendor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. the Proposer/Bidder/Vendor acknowledges that upon termination of this Agreement by the City for a violation of this section by Proposer/Bidder/Vendor, the Proposer/Bidder/Vendor Administrator may not be awarded a public contract for at least one (1) year. The Proposer/Bidder/Vendor further acknowledges that they are liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. Subcontracts. The Proposer/Bidder/Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Proposer/Bidder/Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

  
\_\_\_\_\_  
Proposer/Bidder (signature)

09/20/2024  
\_\_\_\_\_  
Date

Nicholas Payne  
\_\_\_\_\_  
Name of Authorized Representative

Ferreira Construction Co., Inc.  
\_\_\_\_\_  
Company Name

**DOMESTIC PREFERENCE  
(CERTIFICATION SUBMITTAL NINE)**

By signing below the Proposer/Bidder is stating that they fully understand the Domestic Preference requirements as outlined in 2 CFR 200.322(a) for the project and if awarded the Proposal/Bid will ensure compliance with the regulation and as required in the regulation and ITB #2024-20.

The City, as appropriate and to the extent consistent with law, shall, to the greatest extent practicable under its Federal awards, require a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The City shall include these requirements in all subawards including all contracts and purchase orders for work or products under its Federal awards. These provisions shall primarily be applicable to procurements of construction bidding, construction contracting and construction work. Secondly, these provisions shall set standards for grant administration and project engineering firms to ensure the incorporation of these requirements in projects documents and oversight of the construction contractor to ensure compliance with the Domestic Preference requirements.

Construction Procurements and Awards

Procurements for Federally funded construction services shall include a requirement that the bidder and selected construction contractor agree to execute a contract including the Domestic Preference provisions and additionally require that said contractor adhere to the Domestic Preference provisions outlined in the construction bidding specifications and contract provisions incorporating the requirements of 2 CFR 200.322(a).

Project Engineering Procurements and Awards

Procurements for Federally funded engineering services shall include a requirement that the Proposer/Bidder and selected engineering firm incorporate Domestic Preference provisions in construction bidding specifications and contract specifications and shall also include a requirement that the engineering firm provide oversight to ensure the construction contractor adheres to the Domestic Preference requirements during implementation of the construction work.

Grant Administration Procurements and Awards

Procurements for Federally funded grant administration services shall include a requirement that the Proposer/Bidder and selected firm provide oversight of construction specifications and implementation of construction work to ensure the inclusion of the Domestic Preference requirements are adhered to.

  
\_\_\_\_\_  
Proposer/Bidder (signature)

09/20/2024  
\_\_\_\_\_  
Date

Nicholas Payne  
\_\_\_\_\_  
Name of Authorized Representative

Ferreira Construction Co., Inc.  
\_\_\_\_\_  
Company Name

**SAM.GOV REGISTRATION - DEBARMENT AND SUSPENSION  
(CERTIFICATION SUBMITTAL TEN)**

By signing below the Proposer/Bidder states that they fully understand the requirement that they must be registered with the System for Award Management (SAM.GOV). The Proposer/Bidder additionally understands and acknowledges they are ineligible for contracting under this ITB #2024-20 if their names, and or parties are listed as debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

Additionally, the Proposer/Bidder understands they may be precluded from award of contracting under this ITB #2024-20 if they deemed by the evaluation committee to not be a responsible vendor based on their work history, references, other problems, such as completing projects in a timely manner or failures to implement their work on past projects as outlined in those scopes of work for such projects.



Proposer/Bidder (signature)

09/20/2024

Date

Nicholas Payne

Name of Authorized Representative

Ferreira Construction Co., Inc.

Company Name

**CONFLICTS OF INTEREST  
(CERTIFICATION SUBMITTAL ELEVEN)**

By signing below the Proposer/Bidder states that they fully understand the requirements, as outlined in 2 CFR 200.319(b) that prohibits contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for Proposal/Bids must be excluded from competing for such procurements. If the Proposer/Bidder developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for Proposal/Bids for the work outlined in this ITB #2024-20, the Proposer/Bidder may not be considered for work under this ITB.

The Proposer/Bidder hereby attests and certifies that they did not participate in the development or drafting of this ITB.

The Proposer/Bidder understands and is committed to declaring any real or perceived conflicts of interest to the City

The Proposer/Bidder understands that in the event of a conflict of interest, either actual or perceived the City staff and/or members of the:

- Publicly declare the conflict,
- Abstain from any participation in the said procurement(s), including drafting ITB, Proposal/Bid evaluation, ranking, voting on, or awarding, and
- Member of the City Commission shall complete Form 8B.

  
\_\_\_\_\_  
Proposer/Bidder (signature)

09/20/2024  
\_\_\_\_\_  
Date

Nicholas Payne  
\_\_\_\_\_  
Name of Authorized Representative

Ferreira Construction Co., Inc.  
\_\_\_\_\_  
Company Name

### **SECTION 3 REQUIREMENTS (CERTIFICATION SUBMITTALS TWELVE)**

By signing below the Proposer/Bidder is stating that they fully understand the Section 3 requirements as outlined in 24 CFR 75 and required under the project served by ITB #2024-20. If awarded, the Proposer/Bidder will ensure compliance with the regulation, and will complete and provide required certifications and reports (see pages following) and maintain and provide documentation of the same to the City, as required. The Proposer/Bidder will additionally ensure that its sub-contractors provide the required certifications and reports (see pages following) and maintain and provide documentation as requested and required.

Under CDBG Subrecipient Agreements executed between the City and FloridaCommerce (previously DEO) on or before November 30, 2020, Section 3 requirements are applicable to all Vendors, including construction, grant administration and project engineering. Under CDBG Subrecipient Agreements executed between the City and FloridaCommerce (previously DEO) after November 3, 2020, the Section 3 requirements apply only to construction procurements and contracts.

The Proposer/Bidder understands, under both of the above period scenarios, that if awarded a contract for engineering/architectural services under this ITB #2024-20 they will be responsible as outlined above and will additionally be required to ensure that specifications, contracts, and certifications for the procurement of and contracting with construction contractors includes and complies with the required Section 3 requirements. The Proposer/Bidder shall additionally include the following Section 3 clause in each construction contract over \$100,000.00 and will also include language in each construction specifications and contract requiring the Prime Construction Contractor to include Section 3 requirements and the Section 3 clause in its subcontracts, if applicable.

#### **SECTION 3 CLAUSE**

All Section 3 covered contracts and subcontracts must include the following clause:

- I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

- apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- IV.** The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- V.** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- VI.** Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- VII.** With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

  
\_\_\_\_\_  
Proposer/Bidder (signature)

09/20/2024  
\_\_\_\_\_  
Date

Nicholas Payne  
\_\_\_\_\_  
Name of Authorized Representative

Ferreira Construction Co., Inc.  
\_\_\_\_\_  
Company Name



## PRIME CONTRACTOR CERTIFICATION REGARDING SECTION 3 COMPLIANCE

Project Name: Lift Station No. 16 Improvements

CDBG Contract Number: n/a

Prime Contractor Name: Ferreira Construction Co., Inc.

Phone: 904-222-6810

Authorized Representative: \_\_\_\_\_

Email: npayne@ferreiraconstruction.co

I, Nicholas Payne, having authority to make certain contractual certifications for Ferreira Construction  
Inc.

(hereby known as "our firm"), do hereby certify that our firm will comply with the Section 3 requirements and will follow the required prioritization of efforts for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below. As a contractor submitting bids or Proposal/Bids to the **City**, under this Federally funded project, we understand that our firm is required to certify that they will comply with the requirements of Section 3.

We certify, that under this contract, our firm will make best efforts toward Section 3 goals by prioritizing our efforts to meet or exceed the following established Section 3 safe harbor benchmark goals:

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

We acknowledge and certify that it is our firm's responsibility to implement efforts to achieve Section 3 compliance under this contract. Additionally, we acknowledge that if our firm does not meet the Section 3 benchmarks, it is our responsibility to demonstrate why meeting the benchmarks was not feasible.

Furthermore, we acknowledge and certify that should our firm not meet the safe harbor requirements during this contractual period, our firm will provide evidence that we have made qualitative efforts, including, but not limited to the outreach measures outlined within the **City's** Section 3 Policy, toward providing assistance to low and very low-income persons with employment and training opportunities.

We are completing this certification prior to the commencement of work on the project. We certify our firm after completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

### **EMPLOYMENT AND TRAINING**

Under the **City's** Section 3 Program, our firm shall make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located in the priority order listed below:

- 1) Section 3 workers residing within the service area or the neighborhood of the project, and
- 2) Participants in YouthBuild programs.

Additionally, we certify that our firm will and has made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

**CONTRACTING**

Under the **City's** Section 3 Program, our firm understands that our firm must make best efforts to awarding subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

- 1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (*where feasible*):
  - a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
  - b) YouthBuild programs.

**REPORTING**

We affirm and acknowledge that our firm will complete and deliver to the **City** all:

- Pre-contract certifications for our firm and any and all subcontractor(s) we contract with;
- If applicable, certifications and supporting documentation for our firm and any subcontractor(s) we contract with attesting to our/their status as a Section 3 Business Concern;
- Employee Self Certifications and supporting documentation for employees of our firm and employees of any and all subcontractor(s) we contract with for this project;
- Monthly Section 3 Reports from our firm that report accomplishments toward Section 3 goals as wells as the qualitative efforts made by our firm toward achieving these goals;
- Monthly Section 3 Reports from our sub-contractor(s) that report accomplishments toward Section 3 goals as wells as the qualitative efforts made by our sub-contractor(s) toward achieving these goals;
- Annual Section 3 Reports from our firm that report accomplishments toward Section 3 goals as wells as the qualitative efforts made by our firm toward achieving these goals; and
- Annual Section 3 Reports from our sub-contractor(s) that report accomplishments toward Section 3 goals as wells as the qualitative efforts made by our sub-contractor(s) toward achieving these goals.

Signed and certified this 20<sup>th</sup> day of September, 2024.

 \_\_\_\_\_ Division Manager

Name of Authorized Signed, Title

Name of Construction Contractor Company

Ferreira Construction Co., Inc.

### Section 3 Clause

All Section 3 covered contracts shall include the following clauses:

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

## **Contractor's Requirements**

- The Prime Contractor must submit a Section 3 plan to the Sub-Recipient outlining Section 3 hiring and employment opportunities.
- The Prime Contractor must notify all sub-contractors of their responsibilities under Section 3.
- The Prime Contractor must provide a workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.
- The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring.
- The Prime Contractor must refrain from contracting with sub-contractors as to whom they have received notice or have knowledge that the sub-contractors have been found in violation of the regulations in 24 CFR 75.
- Maintain records that document a good faith effort to utilize Section 3 workers and Target Section 3 workers as trainees and employees. (Required of both contractor and sub- contractor.) and any other qualitative efforts to comply with Section 3.

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

## CONTRACTOR SECTION 3 PLAN

---

(Contractor) agrees to implement affirmative steps to comply with the Section 3 requirements set forth at 24 CFR 75 directed at increasing the utilization of lower income residents and businesses within the City of Palatka.

- A. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area.
- B. To attempt to recruit from within the City/County the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- G. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- H. To list all permanent workforce for this project by job title.
- I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officers and representatives of Ferreira Construction Co., Inc. (Name of Bidder)

We, the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

 Signature

Division Manager

Title

09/20/2024

Date

**CERTIFICATION OF BIDDER  
REGARDING SECTION 3  
AND SEGREGATED FACILITIES**

---

Ferreira Construction Co., Inc.

Name of the Proposed Contractor

Madison Street Water Improvements and Water Treatment Plant Improvements

Project Name

n/a

CDBG Agreement Number

The undersigned hereby certifies that:

- a. Section 3 provisions are included in the Contract.
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings
- c. No segregated facilities will be maintained.

  
Signature

09/20/2024  
Date

Signer Name NicholasPayne

Title Division mgr

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.  
See Specific Instructions on page 3.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)<br><b>Ferreira Construction Co., Inc.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                            |
| <b>2</b> Business name/disregarded entity name, if different from above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                            |
| <b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____<br><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see Instructions) _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br>(Applies to accounts maintained outside the United States.) |
| <b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions . . . . . <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                            |
| <b>5</b> Address (number, street, and apt. or suite no.). See instructions.<br><b>31 Tannery Rd.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Requester's name and address (optional)</b>                                                                                                                                                                                                                                                             |
| <b>6</b> City, state, and ZIP code<br><b>Branchburg, NJ 08876</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                            |
| <b>7</b> List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                            |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

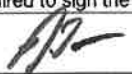
|                                       |   |   |   |   |   |   |   |   |   |
|---------------------------------------|---|---|---|---|---|---|---|---|---|
| <b>Social security number</b>         |   |   |   |   |   |   |   |   |   |
|                                       |   |   | - |   |   |   | - |   |   |
| <b>or</b>                             |   |   |   |   |   |   |   |   |   |
| <b>Employer identification number</b> |   |   |   |   |   |   |   |   |   |
| 2                                     | 2 | - | 3 | 3 | 3 | 4 | 9 | 5 | 7 |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                                                                                                              |                     |
|------------------|--------------------------------------------------------------------------------------------------------------|---------------------|
| <b>Sign Here</b> | Signature of U.S. person  | Date <b>9/16/24</b> |
|------------------|--------------------------------------------------------------------------------------------------------------|---------------------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



## CORPORATE RESOLUTION

### UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF FERREIRA CONSTRUCTION CO., INC. IN LIEU OF A MEETING

The undersigned, being the sole Director of FERREIRA CONSTRUCTION CO., INC. a New Jersey corporation (the "Corporation"), pursuant to the provisions of Section 14A:6-16, Corporations, General of the New Jersey Statutes, hereby consents in writing to the adoption of, and does hereby adopt, the following resolutions, to be effective as though adopted by the directors of the Corporation at a meeting duly called and held:

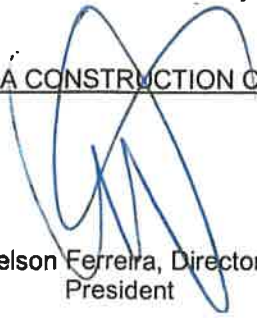
LET IT BE RESOLVED that the following persons are officers of the Corporation, the same to serve at the pleasure of the Board:

President: Nelson Ferreira  
Sr. Vice President/ CFO: Jerry Killian  
Sr. Vice President: Dictinio Garcia  
Sr. Vice President: Nancy Vliet  
Sr. Vice President of Field Operations: Brian Delpome  
Vice President of Stuart, Florida Operations: John Ciabattari  
Vice President of Medley, Florida Operations: Danny Garcia  
Vice President of Ferreira Coastal Operations: Brandon Pensick  
Vice President of Electrical, Southern Division: Robert Higginbotham  
Chief Operating Officer of Ferreira Northeast Coastal Operations: Al Marsocci  
Secretary/Treasurer: Luis Pacheco  
Professional Surveyor: Joshua R. Lee  
Division Manager of Jacksonville, Florida Operations: Nicholas Payne

LET IT BE FURTHER RESOLVED, the officers of Ferreira Construction Co., Inc. have authority to sign all contracts and bind the corporation.

IN WITNESS WHEREOF, I have set my hand on this 21st day of June 2022.

FERREIRA CONSTRUCTION CO., INC.

  
Nelson Ferreira, Director  
President





## EQUIPMENT LIST

| YEAR | MAKE/DESCRIPTION                                                                                                        | CATEGORY              |
|------|-------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 2000 | VERMAC ARROWBOARD                                                                                                       | ARROW BOARD           |
| 2000 | VERMAC ARROWBOARD                                                                                                       | ARROW BOARD           |
| 2009 | WORA (WORK AREA PROTECTION) M90EZ SOLAR ARROW BOARD                                                                     | ARROW BOARD           |
| 2005 | 30' x 10' BARGE w/ OUTBOARD MOTOR                                                                                       | BARGE                 |
| 2007 | 3 PC. SECTIONAL BARGE - 1 SEC. @ 10'x30'x4' -- 2 SEC. @ 4'x30'x4' - WOOD DECK OVER STEEL DECK                           | BARGE                 |
| 2007 | HOMEM - SELF PROPELLED BARGE - 38'x10'x3' w/ YAMAHA 225HP ENG.-- 3 COMPARTMENTS w/ HATCHES , STEEL DECK w/ WOOD SURFACE | BARGE                 |
|      | S175 & S98 FLEXIFLOAT BARGES                                                                                            | BARGE                 |
| 2006 | VARIOUS FLEXI FLOAT BARGES -- 6 UNITS @ 10x40x5 & 4 UNITS @ 10x20x5                                                     | BARGE                 |
| 1993 | 24' SILVER PONTOON BARGE                                                                                                | BARGE                 |
| 1992 | 24' YELLOW PONTOON BARGE                                                                                                | BARGE                 |
|      | 10' x 40' x 5' - 40 TON HOPPER BARGE                                                                                    | BARGE                 |
|      | 10' x 40' x 5' - 40 TON HOPPER BARGE                                                                                    | BARGE                 |
|      | 48' x 24' x 4' SPUD BARGE w/ 4 SPUD WELLS & (2) 42' x 12' DIA. ROUND SPUDS                                              | BARGE                 |
| 1972 | ALUM. WORKBOAT w/ OUTBOARD. MOTOR                                                                                       | BOAT                  |
|      | 2008 J-BOAT UTILITY WORK BOAT W/ CRANE                                                                                  | BOAT                  |
| 2008 | 29' VESSEL - JUPITER                                                                                                    | BOAT                  |
| 2000 | LOWE - GLC MODEL 17'11" ALUMINUM BOAT w/OUTBD. ENG.                                                                     | BOAT                  |
| 2000 | SEA ARK BOATS, INC. - 20' VS ALUMINUM HULL BOAT -- NO OUTBD. ENGINE...                                                  | BOAT                  |
| 2017 | PROGRESSIVE INDUSTRIAL - 610 SUPER TRIUMPH MODEL - PUSH BOAT w/ TWIN CUMMINS ENG. 610 HP TOTAL                          | BOAT                  |
|      | 32' x 16' x 4' - PUSH BOAT / BARGE w/(2) MERCURY 75HP GAS ENG.                                                          | BOAT                  |
| 1996 | SEA ARK BOATS, INC. - 21' CREW BOAT w/ (2) YAMAHA 150 HP OUTBOARD MOTORS                                                | BOAT                  |
| 2017 | PROGRESSIVE INDUSTRIAL - 610 SUPER TRIUMPH MODEL - PUSH BOAT w/ TWIN CUMMINS ENG. 610 HP TOTAL                          | BOAT                  |
| 2003 | WAGNER SMITH T-UBWP-35 UNDERGROUND CABLE PULLER                                                                         | CABLE PULLER          |
| 1985 | TAMPO RS58D VIBRATORY COMPACTOR                                                                                         | COMPACTOR - VIBRATORY |
| 1986 | DYNAPAC CA25 VIBRATORY COMPACTOR                                                                                        | COMPACTOR - VIBRATORY |
| 1987 | TAMPO RS58D VIBRATORY COMPACTOR                                                                                         | COMPACTOR - VIBRATORY |
| 1986 | DYNAPAC CA25 VIBRATORY COMPACTOR                                                                                        | COMPACTOR - VIBRATORY |
| 1984 | TAMPO RS58D VIBRATORY COMPACTOR                                                                                         | COMPACTOR - VIBRATORY |
| 2007 | INGERSOLL-RAND COMPRESSOR                                                                                               | COMPRESSOR - 185      |

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## EQUIPMENT LIST

| YEAR | MAKE/DESCRIPTION                                                                          | CATEGORY                           |
|------|-------------------------------------------------------------------------------------------|------------------------------------|
|      | ATLAS COPCO 185CFM COMPRESSOR                                                             | COMPRESSOR - 185                   |
| 2016 | DOOSAN C185WDZ-T4F AIR COMPRESSOR                                                         | COMPRESSOR - 185                   |
| 2017 | ATLAS COPCO XAS 185 AIR COMPRESSOR                                                        | COMPRESSOR - 185                   |
| 2017 | ATLAS COPCO 185CFM COMPRESSOR TIER 4 FINAL                                                | COMPRESSOR - 185                   |
| 2004 | INGERSOLL-RAND P185WDJ COMPRESSOR                                                         | COMPRESSOR - 185                   |
| 2005 | INGERSOLL-RAND P185 COMPRESSOR                                                            | COMPRESSOR - 185                   |
| 2016 | 20 CUBIC YARD CONTAINER                                                                   | CONTAINER - 20 OPEN                |
| 2019 | ROLL-OFF CONTAINER - 20 C.Y. OPEN                                                         | CONTAINER - 20 OPEN                |
| 2019 | ROLL-OFF CONTAINER - 20 C.Y. OPEN                                                         | CONTAINER - 20 OPEN                |
| 2012 | ROLL OFF CONTAINER 30 C.Y. (OPEN)                                                         | CONTAINER - 30 OPEN                |
| 2015 | 30 CY ROLL-OFF                                                                            | CONTAINER - 30 OPEN                |
| 2001 | POWER CURBER 5700-B-03 CURB MACHINE                                                       | CURB MACHINE                       |
| 2005 | POWER CURBER PC150 CONCRETE CURB MACHINE                                                  | CURB MACHINE                       |
| 2019 | VERMEER D23X30S3 DIRECTIONAL DRILL w/ DIGITAL FF2SYSAF8 LOCATOR                           | DIRECTION DRILL<br>DIGITAL LOCATOR |
| 2006 | CAT D6N CRAWLER DOZER                                                                     | DOZER - CAT D6                     |
| 2013 | CATERPILLAR D6N LGP DOZER                                                                 | DOZER - CAT D6                     |
| 2011 | KOMATSU D65WX-16 CRAWLER DOZER                                                            | DOZER - KOM D65                    |
| 1980 | ELLCOTT ( MUDCAT 915 ) DREDGE - 43 FT.                                                    | DREDGE                             |
| N/A  | "DREDGE & MARINE CORP" CUSTOM MADE 42 FT. DREDGE w/ 8" SWING LADDER                       | DREDGE                             |
| 1988 | ELLCOTT "600 SERIES" HYDRAULIC DREDGE APPROX. 70 FT. ( LEANNE)                            | DREDGE                             |
| 2013 | ISCO 6-18 INCH BUTT FUSION MACHINE w/PIPE STANDS & IPS INSERTS FOR DREDGE PIPE            | DREDGE - FUSION                    |
| 2013 | ELLCOTT 16 INCH DIESEL DRIVEN BOOSTER PUMP FOR DREDGE w/ AUTOMATION UPGRADE               | DREDGE - PUMP                      |
|      | GORMAN RUPP 8" x 8" DIESEL BOOSTER PUMP                                                   | DREDGE - PUMP                      |
| 2016 | ELLCOTT STANDARD DRAGON HYDRAULIC 18 INCH BOOSTER PUMP                                    | DREDGE - PUMP                      |
| 2016 | MWI PUMPS - MODEL # HT004 - 4" SUB. TRASH PUMP w/ 800D HYDRAULIC DRIVE UNIT & ACCESSORIES | DREDGE - PUMP                      |
|      | DREDGE CENTRAL'S USED TRAVELING SPUD w/ 2 NEW 35' x 10' x 5' PONTOONS                     | DREDGE - SPUD                      |
| 2018 | VERMEER D40X55S3 DIRECTIONAL DRILL w/DIGITRAK FF5 LOCATOR NON REMOTE PACKAGE              | DRILL - DIRECTIONAL                |
| 2018 | VERMEER MX240 MIX SYSTEMS w/ 2 - 1000 GALLON UNITS w/ POWER PAC                           | DRILL - MIXING SYSTEM              |
| 2019 | VERMEER MX125 MIX SYSTEM w/ 500 GALLON TANK                                               | DRILL - MIXING SYSTEM              |
| 1998 | LODRIL MODEL LLMHT-40 (MOUNTED ON 100)                                                    | EQUIPMENT ATTACHMENT               |
| 2002 | 30FT JIB ARM w/ WINCH & CABLE                                                             | EQUIPMENT ATTACHMENT               |

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## EQUIPMENT LIST

| YEAR | MAKE/DESCRIPTION                              | CATEGORY               |
|------|-----------------------------------------------|------------------------|
| 2018 | 36" PRESSURE ROCK AUGER w/4" BOX              | EQUIPMENT ATTACHMENT   |
| 1998 | KOMATSU EXCAVATOR                             | EXCAVATOR              |
| 2011 | KOMATSU PC450LC-8 EXCAVATOR                   | EXCAVATOR - 100K #     |
| 2012 | KOMATSU PC490LC-10 HYD. EXCAVATOR - PLUMBED   | EXCAVATOR - 100K #     |
| 2009 | JOHN DEERE 85D EXCAVATOR                      | EXCAVATOR - 18K #      |
| 2018 | CATERPILLAR 308E2 CRSB HYDRAULIC EXCAVATOR    | EXCAVATOR - 18K #      |
| 2017 | KOMATSU PC138USLC-11 HYDRAULIC EXCAVATOR      | EXCAVATOR - 30K #      |
| 2018 | CATERPILLAR 315FLCR HYDRAULIC EXCAVATOR       | EXCAVATOR - 30K #      |
| 2019 | CATERPILLAR 315F HYDRAULIC EXCAVATOR          | EXCAVATOR - 30K #      |
| 2014 | JOHN DEERE 245G EXCAVATOR                     | EXCAVATOR - 50K #      |
| 2019 | CATERPILLAR 335FL HYDRAULIC EXCAVATOR         | EXCAVATOR - 75K #      |
| 2018 | CATERPILLAR 336FL HYDRAULIC EXCAVATOR         | EXCAVATOR - 85K #      |
| 2016 | GRADALL XL3300 III TELESCOPIC EXCAVATOR       | EXCAVATOR - GRADALL    |
| 2011 | JOHN DEERE 200D EXCAVATOR w/ 50' LONG BOOM    | EXCAVATOR - LONG REACH |
| 2014 | CATERPILLAR 324EL LR LONG REACH 60' EXCAVATOR | EXCAVATOR - LONG REACH |
| 2012 | CASE CX36B MINI EXCAVATOR                     | EXCAVATOR - MINI       |
| 2014 | TAKEUCHI TB153FR MINI EXCAVATOR               | EXCAVATOR - MINI       |
| 2016 |                                               | EXCAVATOR - MINI       |
| 2017 | YANMAR VIO17 MINI EXCAVATOR                   | EXCAVATOR - MINI       |
| 2003 | KUBOTA KX121-3 MINI EXCAVATOR                 | EXCAVATOR - MINI       |
| 2013 | DOOSAN DX63-3 MINI EXCAVATOR                  | EXCAVATOR - MINI       |
| 2017 | JOHN DEERE 17G MINI EXCAVATOR                 | EXCAVATOR - MINI       |
| 2017 | KOMATSU WA270-8 WHEEL LOADER                  | EXCAVATOR - WHEELED    |
| 2016 | CATERPILLAR M320F WHEELED EXCAVATOR           | EXCAVATOR - WHEELED    |
| 2015 | CATERPILLAR M315D WHEELED EXCAVATOR           | EXCAVATOR - WHEELED    |
| 2004 | JOHN DEERE BACKHOE                            | EXCAVATOR - WHEELED    |
| 2006 | JOHN DEERE WHEEL LOADER                       | EXCAVATOR - WHEELED    |
| 2014 | JOHN DEERE 744K WHEEL LOADER                  | EXCAVATOR - WHEELED    |
| 2016 | KOMATSU WA270-8 WHEEL LOADER                  | EXCAVATOR - WHEELED    |
| 2018 | KOMATSU WA270-8 WHEEL LOADER                  | EXCAVATOR - WHEELED    |
| 2018 | CATERPILLAR 938M WHEEL LOADER                 | EXCAVATOR - WHEELED    |



## EQUIPMENT LIST

| YEAR | MAKE/DESCRIPTION                              | CATEGORY            |
|------|-----------------------------------------------|---------------------|
| 2018 | CATERPILLAR 938M WHEEL LOADER                 | EXCAVATOR - WHEELED |
| 2004 | NEW HOLLAND TRACTOR                           | EXCAVATOR - WHEELED |
| 2009 | MITSUBISHI FD50K FORKLIFT                     | FORKLIFT            |
| 1998 | YALE 5,000 # CUSHION TIRED FORKLIFT           | FORKLIFT            |
| 2015 | TRACSTAR AT5000110 SERIES 3 FUSION MACHINE    | FUSION MACHINE      |
| 2016 | KAWASAKI MULE PRO KAF1000CGF ATV              | GATOR               |
| 2001 | WHISPER WATT GENERATOR (FOR PUMP SERVICES     | GENERATOR           |
| 2012 | TRAMAC SC28 HYDRAULIC BREAKER (PC55)          | HAMMER - HYDRAULIC  |
|      | I.C.E. HYDRAULIC POWER UNIT                   | HAMMER - PILE       |
|      | MAGNUM MLT-3060K LIGHT TOWER                  | LIGHT PLANT         |
|      | MAGNUM MLT-3060K LIGHT TOWER                  | LIGHT PLANT         |
| 1995 | MAGNUM LIGHT TOWER                            | LIGHT PLANT         |
| 2017 | MAGNUM MLT3060K LIGHT TOWER                   | LIGHT PLANT         |
| 2017 | MAGNUM MLT3060K LIGHT TOWER                   | LIGHT PLANT         |
| 2012 | MAGNUM PRO MLT3060 LIGHT TOWER                | LIGHT PLANT         |
| 2012 | MAGNUM PRO MLT3060 LIGHT TOWER                | LIGHT PLANT         |
| 2012 | MAGNUM PRO MLT3060 LIGHT TOWER                | LIGHT PLANT         |
| 2012 | MAGNUM PRO MLT3060 LIGHT TOWER                | LIGHT PLANT         |
| 2012 | MAGNUM PRO MLT3060 LIGHT TOWER                | LIGHT PLANT         |
| 2012 | MAGNUM PRO MLT3060 LIGHT TOWER                | LIGHT PLANT         |
| 2009 | SUZUKI BOXED MOTOR - Mounted on V612          | MOTOR - BOAT        |
| 2009 | SUZUKI 225 30" SHAFT LENGTH - Mounted on V691 | MOTOR - BOAT        |
| 2009 | SUZUKI 150 25" SHAFT LENGTH - Mounted on V633 | MOTOR - BOAT        |
| 2012 | BLAW-KNOX PF150B ASPHALT PAVER                | PAVER               |
| 2015 | ROADTEC RP-170 ASPHALT PAVER                  | PAVER               |
|      | THOMPSON 8" HYDRAULIC PUMP                    | PUMP                |
|      | THOMPSON 4" WELLPOINT JETTING PUMP            | PUMP                |
|      | NORTHSTAR 3" CENTRIFUGAL PUMP                 | PUMP                |
| 2013 | SCHWING SP750-15D TAG-ALONG CONCRETE PUMP     | PUMP                |
|      | RAKE- LOADER RAKE 96"                         | RAKE LOADER         |
| 1986 | DYNAPAC CS12 - 3 WHEEL ROLLER                 | ROLLER              |



## EQUIPMENT LIST

| YEAR | MAKE/DESCRIPTION                                    | CATEGORY               |
|------|-----------------------------------------------------|------------------------|
| 1998 | INGERSOLL-RAND DD-24 D/D ROLLER                     | ROLLER                 |
| 2002 | HYPAC C530AH - 9 WHEEL ROLLER                       | ROLLER                 |
| 2017 | WACKER RD7A WALK BEHIND ASPHALT ROLLER              | ROLLER - ASPHALT       |
| 2004 | BOMAG VIBRATORY SINGLE DRUM ROLLER                  | ROLLER - DIRT          |
| 2000 | INGERSOLL-RAND SD100DB VIBRATORY ROLLER             | ROLLER - VIBRATORY     |
| 2002 | BOMAG BW124D VIBRATORY ROLLER                       | ROLLER - VIBRATORY     |
| 2012 | BOMAG BW211D-40 VIBRATORY ROLLER                    | ROLLER - VIBRATORY     |
| 2012 | BOMAG BW211D-40 VIBRATORY ROLLER                    | ROLLER - VIBRATORY     |
| 2005 | BOMAG BW190AD4 VIBRATORY ROLLER                     | ROLLER - VIBRATORY     |
| 2007 | INGERSOLL-RAND DD-90 VIBRATORY ROLLER               | ROLLER - VIBRATORY     |
| 2007 | INGERSOLL-RAND DD-70 VIBRATORY ROLLER               | ROLLER - VIBRATORY     |
| 2004 | STONE WP3100R VIBRATORY ROLLER                      | ROLLER - VIBRATORY     |
| 1998 | DYNAPAC CC142 VIBRATORY ROLLER                      | ROLLER - VIBRATORY     |
| 1998 | INGERSOLL-RAND DD-24 VIBRATORY ROLLER               | ROLLER - VIBRATORY     |
|      | ALLEN 255BD.25 ROLLER SCREED                        | SCREED                 |
| 2004 | DAWSON HYDRUALIC PILE DRIVER                        | SHEET PILE HAMMER      |
| 2013 | JOHN DEERE 323D SKID STEER - TRACK LOADER           | SKIDSTEER              |
| 2016 | JOHN DEERE 329E SKID STEER LOADER - TRACKS          | SKIDSTEER              |
| 2011 | TEREX PT30 TRACK SKID STEER LOADER                  | SKIDSTEER              |
| 2004 | BOBCAT T300 TRACK SKIDSTEER LOADER                  | SKIDSTEER              |
| 2018 | CATERPILLAR 299D2 TRACK SKID STEER LOADER           | SKIDSTEER              |
| 2019 | CATERPILLAR 299D2 TRACK SKID STEER LOADER           | SKIDSTEER              |
| 2005 | BOMAG MPH122 SOIL STABILIZER/RECYCLER               | SOIL STABILIZER        |
| 2015 | CATERPILLAR TL1255D MATERIAL HANDLER                | TELEHANDLER            |
| 1999 | MACK TRACTOR                                        | TRACTOR                |
| 2005 | PETERBILT TRACTOR                                   | TRACTOR                |
| 2018 | PETERBILT 389 TRI-AXLE TRACTOR                      | TRACTOR                |
| 1994 | MACK RD685S TRACTOR                                 | TRACTOR                |
| 2017 | FREIGHTLINER 122SD TRACTOR                          | TRACTOR                |
| 2016 | ROGERS CN55PL110 - 55 TON LOBOY TRAILER             | TRAILER - 55 TON LOBOY |
| 2019 | CUSTOM 12T - 19' FLAT DECK TRAILER w/ 4' BEAVERTAIL | TRAILER - BEAVERTAIL   |





## EQUIPMENT LIST

| YEAR | MAKE/DESCRIPTION                                  | CATEGORY          |
|------|---------------------------------------------------|-------------------|
| 2009 | FLOAT-ON TRAILER                                  | TRAILER - BOAT    |
| 2013 | MAGIC TILT - TALS 2044 BOAT TRAILER - For MN-1463 | TRAILER - BOAT    |
| 1991 | GREAT DANE 48" BOX TRAILER                        | TRAILER - BOX     |
| 2009 | EAST DUMP TRAILER                                 | TRAILER - DUMP    |
| 2017 | DOWN TO EARTH DTE612DT5.2B- 5.2 TON DUMP TRAILER  | TRAILER - DUMP    |
| 2005 | 40' TANDEM GOOSENECK DUAL TRAILER                 | TRAILER - FLAT    |
| 1999 | TRAILMOBILE - 48' FLATBED TRAILER                 | TRAILER - FLAT    |
| 2001 | GREAT DANE 37' FLATBED TRAILER                    | TRAILER - FLAT    |
| 2007 | MANAC EXTENDABLE FLATBED TRAILER                  | TRAILER - FLAT    |
| 2017 | TALBERT 60 TON - FLD LOBOY                        | TRAILER - LOBOY   |
| 1981 | EVANS LOG TRAILER                                 | TRAILER - LOG     |
| 1982 | GREAT DANE LOG TRAILER                            | TRAILER - LOG     |
| 1993 | WILLIAMS SCOTSMAN mobile field office             | TRAILER - OFFICE  |
|      | POLE TRAILER                                      | TRAILER - POLE    |
| 2001 | BUTLER BUP2510 POLE TRAILER                       | TRAILER - POLE    |
| 2011 | 24' PONTOON TRAILER                               | TRAILER - PONTOON |
| 2009 | EMERSON TR-50 SERIES 7 REEL TRAILER               | TRAILER - REEL    |
| 1993 | SAUBER 1521 - 2 REEL / MATERIAL TRAILER           | TRAILER - REEL    |
| 1993 | SAUBER 1521 - SINGLE REEL / MATERIAL TRAILER      | TRAILER - REEL    |
| 1993 | SAUBER 1521 - SINGLE REEL / MATERIAL TRAILER      | TRAILER - REEL    |
| 2001 | TSE INT'L RCSL-4 - 84"x48" SINGLE REEL TRAILER    | TRAILER - REEL    |
| 2002 | TSE INT'L RCSL-4 - 84"x48" SINGLE REEL TRAILER    | TRAILER - REEL    |
| 2016 | TOW MASTER T-30 THREE REEL TRAILER - T/A          | TRAILER - REEL    |
| 2017 | TOW MASTER T-30 THREE REEL TRAILER - T/A          | TRAILER - REEL    |
| 2014 | JTC 8000 SINGLE REEL TRAILER - S/A                | TRAILER - REEL    |
| 98   | WELLS CARGO ENCLOSED UTILITY TRAILER              | TRAILER - UTILITY |
| 2003 | INTERSTATE TAG-A-LONG TRAILER                     | TRAILER - UTILITY |
| 2006 | LMT GOOSENECK TRAILER                             | TRAILER - UTILITY |
| 2014 | BIG BLUE ENCLOSED TRAILER                         | TRAILER - UTILITY |
| 2001 | ENCLOSED BIG WHITE DIVE TRAILER                   | TRAILER - UTILITY |
| 2004 | ENCLOSED SMALL WHITE TRAILER ( OLD U-HAUL )       | TRAILER - UTILITY |

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## EQUIPMENT LIST

| YEAR | MAKE/DESCRIPTION                                                               | CATEGORY             |
|------|--------------------------------------------------------------------------------|----------------------|
| 2002 | FLAT BLACK TRAILER w/18" RAILS                                                 | TRAILER - UTILITY    |
| 2016 | DIAMOND CARGO 8.5 x 20TA TAG-ALONG-TRAILER                                     | TRAILER - UTILITY    |
| 2017 | TOWMASTER T-30 TRAILER                                                         | TRAILER - UTILITY    |
| 2018 | CUSTOM 15T - 23' FLAT DECK TRAILER W/ 7' BEAVERTAIL                            | TRAILER - UTILITY    |
| 2014 | KAUFMAN TL-3400 TRAILER (TR65)                                                 | TRAILER - UTILITY    |
| 2014 | KAUFMAN TL-3400 TRAILER (TR66)                                                 | TRAILER - UTILITY    |
| 2014 | KAUFMAN TL-3400 DECKOVER TRAILER                                               | TRAILER - UTILITY    |
| 1985 | CROSLEY TAG-ALONG 20' LEVEL DECK TRAILER                                       | TRAILER - UTILITY    |
| 2016 | FREEDOM 12' ENCLOSED TRAILER                                                   | TRAILER - UTILITY    |
| 2003 | PIKE 8 TON TAG-ALONG TRAILER                                                   | TRAILER - UTILITY    |
| 2012 | HUDSON BROS. HTD20A 20 TON TILT DECK TAG-ALONG TRAILER                         | TRAILER - UTILITY    |
| 2012 | HUDSON BROS. HTD20A 20 TON TILT DECK TAG-ALONG TRAILER                         | TRAILER - UTILITY    |
| 2010 | HUDSON BROS. HTD18D 10 TON TILT DECK TAG-ALONG TRAILER                         | TRAILER - UTILITY    |
| 1991 | ALLEGHENY CT5T 5TON MATERIAL TRAILER                                           | TRAILER - UTILITY    |
| 2017 | FREEDOM 7X14TA2 - 3.5 TON ENCLOSED TRAILER                                     | TRAILER - UTILITY    |
| 2017 | AMERICAN HAULER AFX8516TA4 - 6 TON ENCLOSED TRAILER                            | TRAILER - UTILITY    |
| 2017 | AMERICAN HAULER AFX8516TA4 - 6 TON ENCLOSED TRAILER                            | TRAILER - UTILITY    |
| 2017 | MAXEY C6S 7 TON TAG-ALONG UTILITY TRAILER                                      | TRAILER - UTILITY    |
| 2017 | DOWN TO EARTH 7' x 16' TAG-ALONG TRAILER                                       | TRAILER - UTILITY    |
| 2000 | COACH CRAFT FIBERSPLICE ENCLOSED TRAILER - T/A                                 | TRAILER - UTILITY    |
| 2015 | LARK UNITED MFG. VT612SA ENCLOSED CARGO TRAILER - S/A                          | TRAILER - UTILITY    |
| 2018 | DOWN TO EARTH 7 TON TAG-ALONG TRAILER - T/A                                    | TRAILER - UTILITY    |
|      | HOMEMADE TAG-ALONG TRAILER                                                     | TRAILER - UTILITY    |
| 2019 | CYNERGY 7X14TA ENCLOSED TRAILER                                                | TRAILER - UTILITY    |
| 2019 | MAXXD - DOX10222 - 22' UTILITY TRAILER                                         | TRAILER - UTILITY    |
| 2019 | DOOLITTLE 25' BRUTEFORCE UTILITY TRAILER                                       | TRAILER - UTILITY    |
| 2018 | VACTRON CV873SGT TRAILER MOUNTED VAC SYSTEM                                    | TRAILER - VAC        |
| 2015 | VERMEER T755 III COMMANDER TRENCHING MACHINE w/ 12' FOLDING CONVEYOR           | TRENCHER             |
| 2015 | FORD F-750XL ASPHALT DISTRIBUTOR TRUCK                                         | TRUCK - ASPHALT TACK |
| 2009 | INTERNATIONAL 7400 TANDEM AXLE w/ TEREX 650-40 MTD AUGER DRILL MOUNTED ON BODY | TRUCK - AUGER        |
| 2007 | INTERNATIONAL 4200 w/ 18' BOX TRUCK                                            | TRUCK - BOX          |

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## EQUIPMENT LIST

| YEAR | MAKE/DESCRIPTION                                                                                     | CATEGORY             |
|------|------------------------------------------------------------------------------------------------------|----------------------|
| 2006 | CHEVY C-7500 SERVICE TRUCK w/ ALTEC L42M - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY      | TRUCK - BUCKET       |
| 2016 | FREIGHTLINER M2-106 UTILITY TRUCK w/ ALTEC AA55 - 55 ' ARTICULATING & TELESCOPIC ONE MAN BUCKET      | TRUCK - BUCKET       |
| 2003 | INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM855-MH - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY | TRUCK - BUCKET       |
| 2003 | INT'L 4300 SERVICE TRUCK w/ ALTEC AM55-MH - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY     | TRUCK - BUCKET       |
| 2011 | FORD F-550 SERVICE TRUCK w/ ALTEC AT37G - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY       | TRUCK - BUCKET       |
| 2009 | CHEVY C-8500 SERVICE TRUCK w/ ALTEC L42M - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY      | TRUCK - BUCKET       |
| 2004 | INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM450 - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY    | TRUCK - BUCKET       |
| 2007 | INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM855 - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY    | TRUCK - BUCKET       |
| 2006 | INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM855 - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY    | TRUCK - BUCKET       |
| 2018 | DODGE RAM 3500 CAB & CHASSIS FOR CABLE PULLER                                                        | TRUCK - CABLE PULLER |
| 2019 | CHEVY SILVERADO 1500 DBL. CAB P/U                                                                    | TRUCK - CHEVY 1500   |
| 2019 | CHEVROLET SILVERADO 1500 DOUBLE CAB P/U                                                              | TRUCK - CHEVY 1500   |
| 1995 | CHEVY SILVERADO 1500 P/U                                                                             | TRUCK - CHEVY 1500   |
| 2007 | CHEVY SILVERADO 1500 EXT. CAB P/U                                                                    | TRUCK - CHEVY 1500   |
| 2007 | CHEVY SILVERADO 1500 EXT. CAB P/U                                                                    | TRUCK - CHEVY 1500   |
| 2013 | CHEVY SILVERADO 1500XLT EXT. CAB P/U                                                                 | TRUCK - CHEVY 1500   |
| 2013 | CHEVY SILVERADO 1500 EXT. CAB P/U                                                                    | TRUCK - CHEVY 1500   |
| 2013 | CHEVY SILVERADO 1500 CREW CAB P/U                                                                    | TRUCK - CHEVY 1500   |
| 2013 | CHEVY SILVERADO 1500 CREW CAB P/U                                                                    | TRUCK - CHEVY 1500   |
| 2012 | CHEVY SILVERADO 2500 CREW CAB 4x4                                                                    | TRUCK - CHEVY 2500   |
| 2019 | CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY                                                 | TRUCK - CHEVY 2500   |
| 2019 | CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY                                                 | TRUCK - CHEVY 2500   |
| 2019 | CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY                                                 | TRUCK - CHEVY 2500   |
| 2019 | CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY                                                 | TRUCK - CHEVY 2500   |
| 2019 | CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY                                                 | TRUCK - CHEVY 2500   |
| 2003 | CHEVY SILVERADO 2500HD P/U                                                                           | TRUCK - CHEVY 2500   |

Ferreira Construction Southern Division Co., Inc.

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## EQUIPMENT LIST

| YEAR | MAKE/DESCRIPTION                                                     | CATEGORY               |
|------|----------------------------------------------------------------------|------------------------|
| 2003 | CHEVY SILVERADO 2500HD P/U                                           | TRUCK - CHEVY 2500     |
| 2002 | CHEVY 3500 MECHANIC'S TRUCK                                          | TRUCK - CHEVY 3500     |
| 2016 | CHEVY SILVERADO 3500 CREW CAB 4X4 DRW W/9FT UTILITY BODY             | TRUCK - CHEVY 3500     |
| 2018 | CHEVROLET COLORADO PICK-UP 4X2                                       | TRUCK - CHEVY SMALL    |
| 2007 | CHEVY COLORADO CREW CAB P/U                                          | TRUCK - CHEVY SMALL    |
| 2002 | INTERNATIONAL 5500i T/A FLATBED w/ NATIONAL 1300 (30 TON BOOM CRANE) | TRUCK - CRANE          |
| 1997 | INTERNATIONAL 4900 BOOM TRK. w/ BED WINCH ALTEC D1000-TB             | TRUCK - CRANE          |
| 2005 | FREIGHTLINER M2-106 - 4x4 RACK BODY w/ ALTEC DL42BR - DIGGER DERRICK | TRUCK - DIGGER DERRICK |
| 2005 | FREIGHTLINER M2-106 DIGGER DERRICK w/ ALTEC DM45DC                   | TRUCK - DIGGER DERRICK |
| 2011 | INTERNATIONAL 7300SFA - DIGGER DERRICK w/ ALTEC DC47-BR              | TRUCK - DIGGER DERRICK |
| 1995 | DODGE RAM 2500 P/U                                                   | TRUCK - DODGE 2500     |
| 2017 | DODGE RAM 2500HD CREW CAB P/U 4x4                                    | TRUCK - DODGE 2500     |
| 2017 | DODGE RAM 2500HD CREW CAB P/U 4x4                                    | TRUCK - DODGE 2500     |
| 2017 | DODGE RAM 2500HD CREW CAB UTILITY TRUCK 4x4                          | TRUCK - DODGE 2500     |
| 2017 | DODGE RAM 2500HD CREW CAB UTILITY TRUCK 4x4                          | TRUCK - DODGE 2500     |
| 2017 | DODGE RAM 2500HD CREW CAB P/U 4x4                                    | TRUCK - DODGE 2500     |
| 2017 | DODGE RAM 2500HD CREW CAB P/U 4x4                                    | TRUCK - DODGE 2500     |
| 2017 | DODGE RAM 3500HD CREW CAB UTILITY TRUCK 4x4                          | TRUCK - DODGE 3500     |
| 2017 | DODGE RAM 3500HD CREW CAB UTILITY TRUCK 4x4                          | TRUCK - DODGE 3500     |
| 2017 | DODGE RAM 3500HD CREW CAB P/U 4x4                                    | TRUCK - DODGE 3500     |
| 2017 | DODGE RAM 3500HD CREW CAB SHORT BED RACK BODY 4x4                    | TRUCK - DODGE 3500     |
| 2017 | DODGE RAM 3500HD CREW CAB UTILITY TRUCK 4x4                          | TRUCK - DODGE 3500     |
| 2020 | PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD GALION BODY               | TRUCK - DUMP           |
| 2000 | FORD F-450 CREW CAB MASON DUMP TRUCK                                 | TRUCK - DUMP           |
| 2017 | CATERPILLAR CT660L TRI-AXLE DUMP TRUCK - AUTO                        | TRUCK - DUMP           |
| 2017 | CATERPILLAR CT660L TRI-AXLE DUMP TRUCK-AUTO                          | TRUCK - DUMP           |
| 2017 | CATERPILLAR CT660L TRI-AXLE DUMP TRUCK - MANUAL                      | TRUCK - DUMP           |
| 2017 | CATERPILLAR CT660L TRI-AXLE DUMP TRUCK - MANUAL                      | TRUCK - DUMP           |
| 2006 | FORD F-750 S/AXLE MASON DUMP                                         | TRUCK - DUMP           |
| 1993 | MACK DM690S DUMP TRUCK                                               | TRUCK - DUMP           |
| 1993 | MACK DM690S DUMP TRUCK                                               | TRUCK - DUMP           |



## EQUIPMENT LIST

| YEAR | MAKE/DESCRIPTION                                       | CATEGORY           |
|------|--------------------------------------------------------|--------------------|
| 1993 | MACK DM690S DUMP TRUCK                                 | TRUCK - DUMP       |
| 1993 | MACK DM690S DUMP TRUCK                                 | TRUCK - DUMP       |
| 1999 | MACK DM690S DUMP TRUCK                                 | TRUCK - DUMP       |
| 1999 | MACK DM690S DUMP TRUCK                                 | TRUCK - DUMP       |
| 2003 | MACK DM690S DUMP TRUCK                                 | TRUCK - DUMP       |
| 2003 | MACK DM690S DUMP TRUCK                                 | TRUCK - DUMP       |
| 2018 | PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD DEJANA BODY | TRUCK - DUMP       |
| 2018 | PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD DEJANA BODY | TRUCK - DUMP       |
| 2000 | FREIGHTLINER FLD11264SD DUMP TRUCK                     | TRUCK - DUMP       |
| 2016 | DODGE RAM 5500HD CREW CAB FLATBED TRUCK                | TRUCK - FLATBED    |
| 2014 | ISUZU NPR FLATBED TRUCK                                | TRUCK - FLATBED    |
| 2016 | FORD F-150 SUPERCREW 4X4 PLATINUM                      | TRUCK - FORD F 150 |
| 2014 | FORD F-150 CREW CAB P/U                                | TRUCK - FORD F 150 |
| 2017 | FORD F-150 XLT CREW CAB P/U 4x4                        | TRUCK - FORD F 150 |
| 2018 | FORD F-150 REG. CAB PICK UP 4X2                        | TRUCK - FORD F 150 |
| 2018 | FORD F-150 REG. CAB PICK UP 4X2                        | TRUCK - FORD F 150 |
| 2016 | FORD F-150 CREW CAB 4x4 PICK-UP                        | TRUCK - FORD F 150 |
| 2016 | FORD F-150 CREW CAB 4x4 PICK-UP                        | TRUCK - FORD F 150 |
| 2007 | FORD F-150 P/U                                         | TRUCK - FORD F 150 |
| 2008 | FORD F-150 XL EXT. CAB UTILITY TRUCK                   | TRUCK - FORD F 150 |
| 2010 | FORD F-150 XL SUPER CAB P/U                            | TRUCK - FORD F 150 |
| 2017 | FORD F-250 CREW CAB PICK-UP 4X4                        | TRUCK - FORD F 250 |
| 2018 | FORD F-250 CREW CAB PICK-UP 4X4                        | TRUCK - FORD F 250 |
| 2015 | FORD F-250 LARIAT - CREW CAB - SHORT BED P/U           | TRUCK - FORD F 250 |
| 2015 | FORD F-250 REG. CAB - LONG BED P/U                     | TRUCK - FORD F 250 |
| 2016 | FORD F-250 SUPERCAB PICK-UP                            | TRUCK - FORD F 250 |
| 2016 | FORD F-250 SUPERCAB 4x4 PICK-UP                        | TRUCK - FORD F 250 |
| 2016 | FORD F-250 SUPERCAB PICK-UP                            | TRUCK - FORD F 250 |
| 2016 | FORD F-250 SUPERCAB PICK-UP                            | TRUCK - FORD F 250 |
| 2016 | FORD F-250 PLATINUM - CREW CAB - SHORT BED             | TRUCK - FORD F 250 |
| 2018 | FORD F-250 CREW CAB 4x4 "LARIAT" P/U                   | TRUCK - FORD F 250 |



## EQUIPMENT LIST

| YEAR | MAKE/DESCRIPTION                                                                               | CATEGORY           |
|------|------------------------------------------------------------------------------------------------|--------------------|
| 2003 | FORD F-350XL UTILITY TRUCK                                                                     | TRUCK - FORD F 350 |
| 1997 | FORD F-350XL MECHANIC'S TRUCK                                                                  | TRUCK - FORD F 350 |
| 2015 | FORD F-350 PICK-UP                                                                             | TRUCK - FORD F 350 |
| 2004 | FORD F-350 REG. CAB w/ UTILITY BED                                                             | TRUCK - FORD F 350 |
| 2016 | FORD F-450 CREW CAB W/9FT SERVICE BODY                                                         | TRUCK - FORD F 450 |
| 2017 | FORD F-550 SERVICE TRUCK w/ ALTEC AT37G - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY | TRUCK - FORD F 550 |
| 2017 | FORD F-550 SERVICE TRUCK w/ ALTEC AT37G - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY | TRUCK - FORD F 550 |
| 2008 | FORD F-550XL CAB& CHASSIS                                                                      | TRUCK - FORD F 550 |
| 2016 | FORD F-550 MECHANIC TRUCK w/MAINTAINER SERVICE BODY                                            | TRUCK - FORD F 550 |
| 2017 | FORD F-550 MECHANIC TRUCK w/MAINTAINER SERVICE BODY                                            | TRUCK - FORD F 550 |
| 2016 | FORD F-550 MECHANIC TRUCK W/MAINTAINER SERVICE BODY                                            | TRUCK - FORD F 550 |
| 2014 | FORD F-550 SUPER CAB w/STELLAR MECH. BODY                                                      | TRUCK - FORD F 550 |
| 2014 | GMC SIERRA 1500 4DR. P/U                                                                       | TRUCK - GMC 1500   |
| 2014 | GMC SIERRA 1500 4DR. P/U                                                                       | TRUCK - GMC 1500   |
| 2013 | GMC SIERRA 1500 EXT. CAB P/U                                                                   | TRUCK - GMC 1500   |
| 2014 | GMC SIERRA P/U                                                                                 | TRUCK - GMC 1500   |
| 2014 | GMC SIERRA P/U                                                                                 | TRUCK - GMC 1500   |
| 2017 | GMC SIERRA 1500 P/U                                                                            | TRUCK - GMC 1500   |
| 2017 | GMC SIERRA 1500 DOUBLE CAB 4X2                                                                 | TRUCK - GMC 1500   |
| 2017 | GMC SIERRA 1500 DOUBLE CAB PICKUP 4X2                                                          | TRUCK - GMC 1500   |
| 2017 | GMC SIERRA 1500 DOUBLE CAB PICKUP 4X2                                                          | TRUCK - GMC 1500   |
| 2017 | GMC SIERRA 1500 DOUBLE CAB PICKUP 4X2                                                          | TRUCK - GMC 1500   |
| 2017 | GMC SIERRA 1500 DOUBLE CAB SLE 4X2                                                             | TRUCK - GMC 1500   |
| 2018 | GMC SIERRA 1500 DOUBLE CAB PICK-UP 4X2                                                         | TRUCK - GMC 1500   |
| 2018 | GMC SIERRA 1500 DOUBLE CAB PICK-UP 4X2                                                         | TRUCK - GMC 1500   |
| 2018 | GMC SIERRA 1500 DOUBLE CAB PICK-UP 4X2                                                         | TRUCK - GMC 1500   |
| 2018 | GMC SIERRA 1500 DOUBLE CAB PICK-UP 4X2                                                         | TRUCK - GMC 1500   |
| 2018 | GMC SIERRA 1500 CREW CAB PICK-UP 4X4                                                           | TRUCK - GMC 1500   |
| 2008 | GMC SIERRA 2500HD W/ KSS UTIL. BODY                                                            | TRUCK - GMC 2500   |
| 2008 | GMC SIERRA 2500HD W/KSS UTIL BODY                                                              | TRUCK - GMC 2500   |

Ferreira Construction Southern Division Co., Inc.

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## EQUIPMENT LIST

| YEAR | MAKE/DESCRIPTION                                    | CATEGORY                  |
|------|-----------------------------------------------------|---------------------------|
| 2013 | GMC SIERRA 2500HD SLE EXT. CAB 4x4 - 8 FT. BED      | TRUCK - GMC 2500          |
| 2015 | GMC SIERRA 2500HD DOUBLE CAB P/U - 4x4              | TRUCK - GMC 2500          |
| 2016 | GMC 2500 CREW CAB 4X4                               | TRUCK - GMC 2500          |
| 2017 | GMC SIERRA 2500 DOUBLE CAB 4X2                      | TRUCK - GMC 2500          |
| 2019 | GMC SIERRA 2500 DOUBLE CAB w/ 8' UTILITY BODY       | TRUCK - GMC 2500          |
| 2019 | GMC SIERRA 2500 DOUBLE CAB P/U w/ 8' BED            | TRUCK - GMC 2500          |
| 2013 | GMC SIERRA 3500 SLE w/OMAHA UTILITY BOX             | TRUCK - GMC 3500          |
| 2013 | GMC SIERRA 3500 SLE w/OMAHA UTILITY BOX             | TRUCK - GMC 3500          |
| 2014 | GMC SIERRA 3500 2DR. P/U                            | TRUCK - GMC 3500          |
| 2015 | GMC SIERRA 3500HD SLE W/UTILITY BODY                | TRUCK - GMC 3500          |
| 2015 | GMC SIERRA 3500HD SLE W/UTILITY BODY                | TRUCK - GMC 3500          |
| 2017 | GMC SIERRA 3500HD DOUBLE CAB W/READING UTILITY BODY | TRUCK - GMC 3500          |
| 2017 | GMC SIERRA 3500HD DOUBLE CAB W/READING UTILITY BODY | TRUCK - GMC 3500          |
| 2017 | GMC SIERRA 3500HD DOUBLE CAB W/READING UTILITY BODY | TRUCK - GMC 3500          |
| 2017 | GMC SIERRA 3500HD DOUBLE CAB W/READING UTILITY BODY | TRUCK - GMC 3500          |
| 2017 | GMC SIERRA 3500HD DOUBLE CAB W/READING UTILITY BODY | TRUCK - GMC 3500          |
| 2018 | GMC SIERRA 3500 DOUBLE CAB w/8' DEJANA BODY 4X2     | TRUCK - GMC 3500          |
| 2018 | GMC SIERRA 3500 DOUBLE CAB w/8' DEJANA BODY 4X2     | TRUCK - GMC 3500          |
| 2018 | GMC SIERRA 3500 DOUBLE CAB w/8' DEJANA BODY 4X2     | TRUCK - GMC 3500          |
| 2018 | GMC SIERRA 3500 DOUBLE CAB w/8' DEJANA BODY 4X2     | TRUCK - GMC 3500          |
| 2008 | GMC 5500 SIERRA W/ CURRY SERVICE BODY               | TRUCK - GMC 5500          |
| 1996 | INTERNATIONAL 4700 ENCLOSED UTILITY TRUCK           | TRUCK - INT'L 4700        |
| 1994 | FREIGHTLINER FL80 FUEL & LUBE TRUCK                 | TRUCK - LUBE TRUCK        |
| 2013 | MACK CHU613 FUEL & LUBE TRUCK                       | TRUCK - LUBRICATION TRUCK |
| 1970 | MACK DM487S CAB & CHASSIS                           | TRUCK - LUBRICATION TRUCK |
| 1999 | FORD F-450 STAKE BODY TRUCK                         | TRUCK - RACK              |
| 2013 | MITSUBISHI FUSO CANTER 16' RACK TRUCK               | TRUCK - RACK              |
| 2016 | FORD F-550 12' RACK TRUCK 4X4                       | TRUCK - RACK              |
| 2004 | INTERNATIONAL 4300 FLAT BED TRUCK                   | TRUCK - RACK              |
| 1995 | FREIGHTLINER FLD120 T/A - 18' FLAT BED TRUCK        | TRUCK - RACK              |
| 2010 | INTERNATIONAL 4300 LONG BED RACK w/ WATER TANK      | TRUCK - RACK              |
| 2017 | DODGE RAM 3500HD CREW CAB SHORT BED RACK BODY 4x4   | TRUCK - RACK              |
| 2011 | MACK GU713 w/AMERICAN ROLL-OFF BODY                 | TRUCK - ROLL-OFF          |

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## EQUIPMENT LIST

| YEAR | MAKE/DESCRIPTION                                        | CATEGORY             |
|------|---------------------------------------------------------|----------------------|
| 2016 | JEEP CHEROKEE                                           | TRUCK - SUV          |
| 2010 | GMC YUKON XL DENALI                                     | TRUCK - SUV          |
| 2015 | GMC YUKON DENALI XL                                     | TRUCK - SUV          |
| 2015 | JEEP CHEROKEE                                           | TRUCK - SUV          |
| 2015 | JEEP CHEROKEE                                           | TRUCK - SUV          |
| 2015 | GMC YUKON DENALI XL                                     | TRUCK - SUV          |
| 2015 | JEEP GRAND CHEROKEE                                     | TRUCK - SUV          |
| 2015 | JEEP GRAND CHEROKEE LIMITED                             | TRUCK - SUV          |
| 2017 | GMC YUKON XL DENALI                                     | TRUCK - SUV          |
| 2017 | GMC YUKON DENALI                                        | TRUCK - SUV          |
| 2017 | JEEP GRAND CHEROKEE LAREDO                              | TRUCK - SUV          |
| 2017 | JEEP GRAND CHEROKEE LIMITED 4X2                         | TRUCK - SUV          |
| 2017 | JEEP GRAND CHEROKEE LIMITED 4X2                         | TRUCK - SUV          |
| 2018 | CADILLAC ESCALADE ESV                                   | TRUCK - SUV          |
| 2018 | GMC YUKON DENALI                                        | TRUCK - SUV          |
| 2016 | FORD EXPLORER                                           | TRUCK - SUV          |
| 2011 | FORD ESCAPE                                             | TRUCK - SUV          |
| 2016 | JEEP PATRIOT SPORT                                      | TRUCK - SUV          |
| 2019 | GMC YUKON DENALI                                        | TRUCK - SUV          |
| 2003 | CHEVY TRAILBLAZER SUV                                   | TRUCK - SUV          |
| 2006 | CHEVY EQUINOX LT SUV                                    | TRUCK - SUV          |
| 2009 | CHEVY TRAVERSE SUV                                      | TRUCK - SUV          |
| 2014 | CHEVY EQUINOX LS SUV                                    | TRUCK - SUV          |
| 2014 | CHEVY EQUINOX LS SUV                                    | TRUCK - SUV          |
| 2014 | CHEVY EQUINOX LS SUV                                    | TRUCK - SUV          |
| 2014 | CHEVY EQUINOX LS SUV                                    | TRUCK - SUV          |
| 2014 | CHEVY EQUINOX LS SUV                                    | TRUCK - SUV          |
| 2017 | JEEP GRAND CHEROKEE - OVERLAND EDITION                  | TRUCK - SUV          |
| 2017 | JEEP GRAND CHEROKEE LAREDO                              | TRUCK - SUV          |
| 2010 | TOYOTA TUNDRA CREW CAB P/U                              | TRUCK - TOYOTA SMALL |
| 2004 | INTERNATIONAL 4300 UTILITY TRUCK w/ FRONT CAPSTAN WINCH | TRUCK - UTILITY      |
| 2005 | INTERNATIONAL 4200 UTILITY TRUCK                        | TRUCK - UTILITY      |
| 2004 | INTERNATIONAL 7300SFA SERVICE TRUCK                     | TRUCK - UTILITY      |



## EQUIPMENT LIST

| YEAR | MAKE/DESCRIPTION                                                            | CATEGORY            |
|------|-----------------------------------------------------------------------------|---------------------|
| 1998 | FORD LT9513 VACTOR TRUCK w/ 4,000 GAL. TANK & PUMP                          | TRUCK - VAC         |
| 2006 | INTERNATIONAL 7400 T/A w/ VACTOR 2112-824RCS-16 - SEWER & JET RODDER SYSTEM | TRUCK - VAC         |
| 2019 | VACTRON CS870GT TRAILER MOUNTED VAC SYSTEM                                  | TRUCK - VAC         |
| 2002 | INTERNATIONAL 1652SC STEP VAN                                               | TRUCK - VAN         |
| 2000 | WORKHORSE P30 STEP VAN                                                      | TRUCK - VAN         |
| 2005 | CHEVY 2500 PANEL VAN                                                        | TRUCK - VAN         |
| 2005 | CHEVY 2500 EXPRESS PANEL VAN                                                | TRUCK - VAN         |
| 2010 | GMC SAVANA 2500 VAN                                                         | TRUCK - VAN         |
| 2013 | GMC SAVANA 3500 - 15 PASSENGER VAN                                          | TRUCK - VAN         |
| 2016 | FORD E-350 - 15 SEAT TRANSIT PASSENGER VAN                                  | TRUCK - VAN         |
| 1989 | FORD F-800 TANK TRUCK w/ 1,500 GAL. TANK & PUMP                             | TRUCK - WATER       |
| 1990 | INTERNATIONAL 4900 T/A TANK TRUCK w/ 2,000 GAL. TANK                        | TRUCK - WATER       |
| 1997 | FREIGHTLINER FL70 WATER TANK TRUCK                                          | TRUCK - WATER       |
| 2006 | KENWORTH T-300 T/A WATER TRUCK                                              | TRUCK - WATER       |
| 2008 | FORD F-650XL WATER TRUCK                                                    | TRUCK - WATER       |
|      | CLINE WATER TRUCK                                                           | TRUCK - WATER       |
| 1971 | MACK U685ST WATER TRUCK                                                     | TRUCK - WATER       |
| 1993 | MACK DM690S WATER TRUCK                                                     | TRUCK - WATER       |
| 2006 | CATERPILLAR 730E ARTICULATED WATER TRUCK                                    | TRUCK - WATER TRUCK |
| 2007 | GMC SIERRA 4X2 3500HD                                                       | TRUCK - WELDER      |
| 2015 | GMC SIERRA 3500 DOUBLE CAB w/8' READING BODY- DUALY                         | TRUCK - WELDER      |
| 2002 | FREIGHTLINER FL70 w/UNDERGROUND PULLER                                      | TRUCK - WINCH       |
| 2014 | ISUZU NPRHD CONE TRUCK                                                      | TRUCK -MOT          |
|      | I.C.E. VIBRATORY DRIVER/EXTRACTOR                                           | VIBRATORY DRIVER    |
| 2007 | MABEY- EXCAV. MOUNTED VIB. HAMMER                                           | VIBRATORY HAMMER    |
|      | MULTIQUIP DCI-300SSI WELDER / GENERATOR                                     | WELDER              |

# *State of Florida*

## *Department of State*

I certify from the records of this office that FERREIRA CONSTRUCTION SOUTHERN DIVISION CO. INC. is a New Jersey corporation authorized to transact business in the State of Florida, qualified on April 9, 2004.

The document number of this corporation is F04000001981.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 3, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Third day of January, 2022*



*Randy R. Lee*  
**Secretary of State**

Tracking Number: 5918948026CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

THIS CERTIFIES THAT

**Ferreira Construction Co., Inc.**



\* Nationally certified by the: **NEW YORK & NEW JERSEY MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s): 237310; 237120; 237130; 238110; 238910; 237110; 238210

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

02/15/2024

**Issued Date**

NY03859

**Certificate Number**

05/15/2025

**Expiration Date**

  
**Ying McGulre**  
**NMSDC CEO and President**

  
**Terrence Clark, President & CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

*Certify, Develop, Connect, Advocate.*

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



| FCC Job # | Project Manager | Client Name                       | Client                                                           | Contact Name & Number                                                        | Description of Work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Location                    | Value             | Start Date | End Date | Status |
|-----------|-----------------|-----------------------------------|------------------------------------------------------------------|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------|------------|----------|--------|
| 3089      | Jay Leo         | PSEG                              | PSEG                                                             | Jason Kalwa Phone: 732-776-1290 Email: jason.kalwa@pseg.com                  | Replacing 130,000-volt (138KV) circuits with 220,000-volt (230KV) circuits between the PSEG Metuchen Switching Station in Edison, NJ, and the PSEG Burlington Switching Station in Burlington, NJ. The project is executed in three segments and requires overhead transmission modifications within existing PSEG right of way. The existing 138KV towers supporting the overhead lines will be replaced with monopoles. Demolition of existing access roads. Installation of access roads, crane pads, and pull sites. Excavate and backfill as required for installation of access roads, crane pads, pull sites and foundations. Tower disposal and foundation demolition. Foundation installation. Grounding tower installation. Site work.                                                                                                | Various Locations, NJ       | \$ 148,000,000.00 | Jun-18     | Dec-21   | Y      |
| 188       |                 | CPV Shores, LLC                   | Competitive Power Ventures                                       |                                                                              | 21 transmission towers with deep foundations<br>10,000 LF of 20" HDPE forced grey water line<br>2,500 LF of 12" HDPE forced sanitary line<br>4,000 LF of 20" HDPE grey water line through an existing Middlesex County Utility Authority tunnel<br>2.2 miles of 230KV transmission lines<br>3,400 LF of concrete encased duct bank<br>11,100 LF of directional drilling using Trenchless PVC conduit and open Trenchless PVC conduit<br>2 3/4" diameter x 1,000 LF tanks<br>2 3/4" diameter x 2,400 LF tanks under the Harten River<br>Two 32" diameter x 1,400 LF Trenchless under waterfalls<br>1.7 miles of underground 230KV direct burial cable<br>Construction of a new 230KV switch-point at the generation facility<br>Construction of a 40 LF twin culvert under the proposed duct bank.                                               | Various Locations, NJ       | \$ 68,000,000.00  | Jan-11     | Dec-14   | Y      |
| 4187      |                 | Cornell University                | Isman Construction                                               |                                                                              | Installation of 500 LF 12" G.P. water main with gate valves and back 1,300 LF electric duct bank - a pre-construction of duct bank in (6) 5' concrete conduits, and (7) precast electric manhole vaults.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Roseton, NJ, NY             | \$ 40,000,000.00  | Feb-15     | Oct-17   | Y      |
| 9150      | Brew Scott      | Blackco                           | Turner/ACOM HUNT JV                                              | Michael Agnolia, m.agnolia@secon.com, 404-940-6464                           | Seismic 3" to 24" x 22,576 LF and 110 sewer manholes, Storm Drain 4" to 60" x 27,200 LF, Flare Valve & Disinfection Basin, Sewerage Water 2" to 18" PVC, 22,000 LF, Required Water 8" to 8" PVC, 13,405 LF. Ferreira was also responsible for the installation of electric duct banks, vaults, manholes, and temporary power for the site. Ferreira was optimized to install 321,000-gallon water storage tank comprised of 1,870 LF of 72" steel reinforced polyethylene pipe that discharges into multiple irrigation systems.                                                                                                                                                                                                                                                                                                                | Los Angeles, CA             | \$ 38,300,000.00  | Dec-18     | Jan-21   | Y      |
| 4190      | Hedrick Blarico | Florida Power and Light           | Florida Power and Light                                          | Devon "Vasek" Larmann, PE, Phone Number: (305) 704-5978 Email: vasek@fpl.com | Installation of 375 drainage structures, 13,200 LF of solid drainage pipe, 17,200 of infiltration trenches (drench drain system), 15,137 LF of water and sewer installation. Installation of concrete sidewalks, curb and gutter, lighting, signage, landscaping, and over 9,000 tons of asphaltic bedrock course.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Miami Gardens, FL           | \$ 31,500,000.00  | Oct-18     | Jan-21   | Y      |
| 5251      | Erin Scott      | San Diego State University        | Clark Construction                                               | Albert Vallini, 619-590-1808, albert.vallini@clarkconstruction.com           | Install Sewer PVC 30,255 pipe, 100 LF of 8", 430 LF of 8", 400 LF of 12", 1,700 LF of 18", 300 LF of 18", 30 EA Sewer Manholes, Storm Drain installed 2,000 LF of 18" HDPE Pipe, 4,000 LF of 24" HDPE Pipe, 1,000 LF of 30" HDPE Pipe, 2,000 LF of 36" RCP Pipe, 3,550 LF of 42" RCP Pipe, 1,800 LF of 48" HDPE Pipe, 40 EA Storm Drain Cleanout, 21 EA Curb Inlet, 4 EA Curb Outlet, 7 EA Catch Basin, 55,000 SF of 60,000 SF of Stabilization Basin Perforated Pipe, Water Line installed 1,000 CP14 Pipe, 1,800 LF of 8", 7,000 LF of 12", 2,800 LF of 18", 1,000 LF of 24" Gate Valve, 45-12" Gate Valve, 20-1" Air Vacuum, 24 EA Fire Hydrant, 2 EA 48" Gate Valve                                                                                                                                                                         | San Diego, CA               | \$ 33,851,753.00  | Jun-19     | Current  | Y      |
| 4169      | Julio Conero    | Florida Power and Light           | Florida Power and Light                                          | Alan Sayce Phone: (305) 205-1769 Email: alan.sayce@fpl.com                   | The installation of 8 deep injection wells connected by more than 48,000 feet of HDPE pipe. Ferreira was responsible for the design and construction of a pier bridge with a walkway and access ladders that supports a 30-inch ductile iron pipe. Ferreira Southern installed 19-inch gate valve and corresponding leader pipe and a concrete cap and disconnect rack for the decommission of old conduit and spring. Work included environmental controls, earthwork, restoration of site. All work was built in a concrete secondary and a highly sensitive environment. Major work items include: • Installation of new (8) Deepwater Aquifer recovery wells • Installation of 38,520 LF of 30" HDPE pipe • Installation of 11,100 LF of 14" HDPE pipe • Evaluation of water storage tank • Installation of two (10) 1042 GPM turbine pumps | Florida City, FL            | \$ 17,400,000.00  | Jan-19     | Apr-21   | Y      |
| 5229      | Scott Johnson   | Carlsbad Municipal Water District | Carlsbad Municipal Water District                                | Valerie Arroy, 760-450-4101, valerie.arroy@carlsbadca.gov                    | Install 31,694 LF of 8" & 6" PVC Recycled Water Pipeline.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | San Marcos and Temecula, CA | \$ 12,193,312.00  | Nov-18     | May-21   | Y      |
| 5327      | James Black     | Lockheed Martin Aeronautics       | Burns & McDonnell Engineering Company, Inc DBA Burns & McDonnell | Saul Ugarte, 619-313-7559 suagarte@burnsmcd.com                              | Install 1438 LF of 12" C900 Pipe, 1-12" Gate Valve, 3 EA Chilled Water Valves, 3-1" Air Vacs, 3-4" Blow-Off Assemblies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Palmdele, CA                | \$ 9,016,171.66   | Apr-20     | Current  | Y      |



|      |               |                                            |                                            |                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                         |                 |        |         |   |
|------|---------------|--------------------------------------------|--------------------------------------------|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|-----------------|--------|---------|---|
| 5356 | Jamie Black   | Plenary Properties Long Beach LLC          | Clark Construction Group CA-LP             | Alysa Jopeta, 949-348-0065, alysa.jopeta@clarkconstruct.com                                                    | Install sewer SDR35 Pipe 132' LF of 6", 36' LF of 6" VCP Clay Pipe, 36' Clearcuts Domestic Water Line 300' LF of 8" Ductile Iron Pipe, 1-5" Gate Valve, 2-5" Gate Valves, 1-Fire Hydrant, 4-1" water service, 12" 11' Top water main, Storm Drain Line 380' LF of 4" perforated pipe, 1,880' LF of 6" SDR35, 400' LF of 6" SDR35, 340' LF of 10" SDR35, 200' LF of 12" SDR35, 280' LF of 15" SDR35, 2-Manholes, 6-Catch Basins, 47-Plaster Drains, Cistern, Pump & Mechanical Shed | Long Beach, CA                                          | \$ 1,413,534.00 | Oct-20 | Current | Y |
| 5158 | Bree Scott    | California Water Service Company           | California Water Service Company           | Audrey Orr, 310-257-1441, aorr@calwater.com                                                                    | 304' LF of 24" DI (Mechanical Joint) Pipe, 1,550' LF of 12" DI Pipe (Push-On), 685' LF of 14" CLAC Steel Pipe, 15' LF of 6" PVC Pipe, 24" CLAC Steel Pipe offset, 12" CLAC Steel Pipe Offset, 24" 6-in to existing 24", 12" 6-in to existing 12", 24" 6-in to existing 24", 8" 6-in to existing 8"                                                                                                                                                                                 | Montebello, CA                                          | \$ 1,401,777.00 | Feb-16 | Jan-19  | Y |
| 5225 | Bree Scott    | Moulton Niguel Water District              | Moulton Niguel Water District              | Erin Wren, 949-431-2500, ewren@mwnwd.com                                                                       | Yard Improvements - Retaining Walls, Fences, Gates, Lighting & Driveway Improvements, Water and Sewer Service Upgrade                                                                                                                                                                                                                                                                                                                                                              | Mission Viejo, CA                                       | \$ 1,397,727.00 | Dec-18 | Apr-21  | Y |
| 5392 | Javier Flores | Rialto Bioenergy Facility                  | Rialto Bioenergy Facility                  | Legal Department legal@ci.rialto.ca.us                                                                         | 8" PVC Bore Line 4,930 LF, 8" Gate Valves 6.00 EA, Manholes 3.00 EA                                                                                                                                                                                                                                                                                                                                                                                                                | Rialto, CA                                              | \$ 1,323,163.00 | Jun-21 | Current | Y |
| 5397 | Scott Johnson | Eastern Municipal Water                    | Eastern Municipal Water                    | Rock Kolotse 951-928-3777 kolotsew@emwd.org                                                                    | Perform geotechnical borings, demo and disposal of existing articulated concrete block sound protection, clearing, grubbing and site excavation, dewater the site as required, install new articulated concrete block sound protection, apron, and repair existing concrete encasement of the tower                                                                                                                                                                                | Perris, CA                                              | \$ 1,292,200.00 | Jul-21 | Oct-21  | Y |
| 5113 | Bree Scott    | GSWC                                       | GSWC                                       | Alexandro Flores 909-857-6111 x334                                                                             | Install 5000 LF of 8" PVC Water Main, 79 1" to 2" Water Services, 12 Fire Hydrants, 12 Ties                                                                                                                                                                                                                                                                                                                                                                                        | Claremont, CA                                           | \$ 1,275,565.33 | Jul-17 | Jan-19  | Y |
| 5255 | Scott Johnson | Island Empire Utilities Agency             | Island Empire Utilities Agency             | Adrian Asmari, P.E. 909-993-1492, asmari@iesa.org                                                              | Remove & Replace 642.0' of 12" Steel hot water pipe, install 9 drain outlets in pipe gallery. Remove and replace 20 valves on existing piping                                                                                                                                                                                                                                                                                                                                      | Ontario, CA                                             | \$ 1,206,000.00 | Sep-20 | Current | Y |
| 5350 | Javier Flores | Moulton Niguel Water District              | Moulton Niguel Water District              | Erin Wren, 949-431-2500, ewren@mwnwd.com                                                                       | On-Call Emergency Construction and Maintenance/Repair Work                                                                                                                                                                                                                                                                                                                                                                                                                         | Laguna Hills, Laguna Niguel, Aliso Viejo, Mission Viejo | \$ 1,188,650.35 | Jul-20 | Current | Y |
| 1696 | Scott Johnson | City Of Rialto                             | REC Engineering                            | REC - Ravon Enami 714-401-4695                                                                                 | Installing 3,050 LF of 16" 10 gage steel CMAC Waterline, 28 1/2" New Domestic Waterline, Install 141 8" Fire Hydrants, 200 2" Services                                                                                                                                                                                                                                                                                                                                             | Rialto, CA                                              | \$ 1,001,375.00 | Nov-16 | Jun-17  | Y |
| 4176 | Keith Wallace | Marin County Board of County Commissioners | Marin County Board of County Commissioners | Revin Linsky, Park Planning and Development Administrator Phone Number: (772) 221-1375 Email: klandy@marin.tus | 1,400 LF of shoreline stabilization, Over 18,000 CY excavation, Water service demolition and restoration, soil tracking and debris reduction, electrical construction, shoreline stabilization                                                                                                                                                                                                                                                                                     | Shard, FL                                               | \$ 1,000,000.00 | May-16 | Apr-19  | Y |
| 1527 | Bree Scott    | City of Oceanside                          | City of Oceanside                          | Shawelle Morales - (760)522- 9527 smorales@coceanside.com                                                      | Install 3700 LF of 10" PVC, 607 LF of 10" HDPE via HDD, 4 Gate Valves, 7 Air Vacs and 1 Wheelhead Filling Station                                                                                                                                                                                                                                                                                                                                                                  | Oceanside, CA                                           | \$ 988,341.00   | Jun-15 | Aug-15  | Y |
| 5273 | Bree Scott    | City of Corona                             | City of Corona                             | Carol Appelt, 951-278-3620, carolyn.appelt@coronaca.gov                                                        | Install 2000 LF of 12" Ductile Iron Pipe, 15 LF of 4" DI Pipe, 10 LF of 10in DI Pipe, 2-10" DI Adapter & Coupling, 1-10" Gate Valve, 7-12" Gate Valve, 2- 8" Gate Valves, 2 thru 4 inch water services, 1- 8" Fire Service, 6-Fire Hydrants, 1-1" Air vacs                                                                                                                                                                                                                         | Corona, CA                                              | \$ 885,052.00   | May-19 | Aug-19  | Y |
| 5020 | Javier Flores | Moulton Niguel Water District              | Moulton Niguel Water District              | Erin Wren, 949-431-2500, ewren@mwnwd.com                                                                       | Remove 2000 LF of 6" PVC and Replace with 8" PVC, Remove 10 LF of 8" PVC and Replace with 12" PVC, Remove 150 LF of 12" PVC and Replace with 16" PVC including valves, air vacs, blowoffs                                                                                                                                                                                                                                                                                          | Aliso Viejo and Mission Viejo                           | \$ 880,205.50   | Jun-20 | Feb-21  | Y |
| 1613 | Bree Scott    | Port of Long Beach                         | Port of Long Beach                         | Ruben Fabela- (562)283-7215 ruben.fabela@publ.com                                                              | Remove and Replace 14 8"-20" Valves and install 6 12" & 20" Line Stops, Install 8" and 9" ball tap assemblies, Remove and replace 43 LF of 6" fire hydrant lateral, Install 240 LF of 8" double inline pipe.                                                                                                                                                                                                                                                                       | Port of Long Beach                                      | \$ 880,060.00   | May-18 | Sep-16  | Y |
| 5162 | Scott Johnson | San Gabriel Valley Water Company           | San Gabriel Valley Water Company           | Matt Y. Yucelen, P.E. 626-448-6158                                                                             | San Gabriel Valley Water Company PS Rehab - Install water pipe - 12", 16" & 24", Install water filtration system                                                                                                                                                                                                                                                                                                                                                                   | Fontana, CA                                             | \$ 864,414.00   | Jan-18 | May-18  | Y |
| 1564 | Bree Scott    | MNWD                                       | MNWD                                       | Steve Mark - (949)795-6799                                                                                     | Relocate 3 Pressure Reducing Stations, Construct PDS vault with electrical service, 8" DP, hot tap connections, air vacs assemblies, and retaining walls, Remove and replace Reducers, Impacts, Grind and cap 28,200 SF.                                                                                                                                                                                                                                                           | Laguna Hills, CA                                        | \$ 845,454.42   | Aug-18 | Jun-17  | Y |
| 5179 | Scott Johnson | San Gabriel Valley Water Company           | San Gabriel Valley Water Company           | Matt Y. Yucelen, P.E. 626-448-6158                                                                             | Install 565 LF of 11-3/4" GWRB pipe, 2-10" double detector check valves, 24" Fire Hydrants, Install 2540 LF of 12-3/4" GWRB pipe, 105 LF of 12-3/4" GWRB GB, 22 LF of 8-5/8" GWRB GB, 40 LF of 8-5/8" GWRB GB, 23 LF of 12-3/4" GWRB GB, and 7 short side service and connect lines, Install 210 LF of 12-3/4" GWRB pipe, 175 LF of 8-5/8" GWRB pipe.                                                                                                                              | Various Location                                        | \$ 840,059.00   | Jan-18 | Current | N |
| 1420 | Bree Scott    | City of Santa Fe Springs                   | City of Santa Fe Springs                   | Orup Demeth - (626)293 - 3549                                                                                  | Install 2581 LF of 8" DP 270 LF of 10" Jack & Bore                                                                                                                                                                                                                                                                                                                                                                                                                                 | Santa Fe Springs, CA                                    | \$ 785,651.00   | May-14 | Jul-14  | Y |
| 5094 | Bree Scott    | Trabuco Canyon Water District              | Trabuco Canyon Water District              | Michael Ferris, 949-858-0277 ext 121, mferris@trawd.gov                                                        | On Call Emergency Work                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Trabuco Canyon, CA                                      | \$ 776,330.00   | Apr-17 | Current | N |
| 1639 | Bree Scott    | GSWC                                       | GSWC                                       | Justin Brown (909) 345-7407 ext 119                                                                            | Install 1750 LF of 8" DP & 480 LF of 4" DP, 37- water services, 2-8" fire hydrants, 8- tie-ins                                                                                                                                                                                                                                                                                                                                                                                     | San Valley, CA                                          | \$ 741,370.00   | Jun-18 | Oct-18  | Y |
| 5122 | Bree Scott    | MNWD                                       | MNWD                                       | Steve Mark - (949)795-6799                                                                                     | Remove, replace, and install 4-16", 3-18", 3-24", 3-12", and 1-4" butterfly valves, Remove and replace 6-8" and 1-12" gate valves, and 1-12" and 3-12" insert, Valves, Remove and replace 3-8", 10", and 6-12" gate valves.                                                                                                                                                                                                                                                        | Laguna Hills, CA                                        | \$ 728,695.00   | Oct-17 | Apr-18  | Y |
| 5085 | Bree Scott    | City of San Clemente                       | City of San Clemente                       | Shawn Ryan 949-361-6122 ryand@san-clemente.org                                                                 | Install 2200 LF of 8" PVC Water, Fire Hydrants, Water Service and Taps                                                                                                                                                                                                                                                                                                                                                                                                             | San Clemente, CA                                        | \$ 568,209.00   | Jun-17 | Sep-17  | Y |
| 1636 | Bree Scott    | MNWD                                       | MNWD                                       | Steve Mark - (949)795-6799                                                                                     | Install 1950 LF of 8" PVC water main, 1" air vac, 4 blow-off, hot tap connection, 8" gate valve, 8" fire hydrant, and a 6" & 8" steel valve.                                                                                                                                                                                                                                                                                                                                       | Mission Viejo, CA                                       | \$ 555,936.00   | May-18 | Aug-18  | Y |







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## Detail by Entity Name

Foreign Profit Corporation

FERREIRA CONSTRUCTION CO. INC.

### Cross Reference Name

FERREIRA CONSTRUCTION CO. INC.

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### Principal Address

31 TANNERY ROAD  
BRANCBURG, NJ 08876

Changed: 01/09/2007

### Mailing Address

31 TANNERY ROAD  
BRANCBURG, NJ 08876

Changed: 01/09/2007

### Registered Agent Name & Address

ROBERT A. BURSON, P.A.  
900 SE OCEAN BOULEVARD  
SUITE C-120  
STUART, FL 34994

Name Changed: 11/18/2022

Address Changed: 11/18/2022

### Officer/Director Detail

#### **Name & Address**

Title President

FERREIRA, NELSON  
12630 Seminole Beach Rd  
North Palm Beach, FL 33412

Title SR VP

GARCIA, DICTINIO  
2836 Biarritz Drive  
Palm Beach Gardens, FL 33410

Title SEC, TREASURER

PACHECO, LOU  
197 CAROL JEAN WAY  
BRANCHBURG, NJ 08876

Title SR VP

DELPOME, BRIAN  
42 Philhower Road  
lebanon, NJ 08833

Title VP

Seelman, Michael C  
16 Ramar Street  
Flanders, NJ 07836

Title SR VP

VLIET, NANCY  
19 Thomas Rd  
Glen Gardner, NJ 08826

Title Sr. Vice President/ CFO

Killian, Jerome  
158 Tyler Way  
Yardley, PA 19067

Title VP

CIABATTARI, JOHN  
1654 SW Foxpoint Trail  
PALM CITY, FL 34990

Title VP

GARCIA, DANNY  
9804 SW 161 PLACE  
MIAMI, FL 33196

Title VP

HIGGINBOTHAM, ROBERT  
12362 152nd St N  
JUPITER, FL 33478

Title Professional Surveyor

Lee, Joshua R  
1218 Georgia Ave  
West Palm Beach, FL 33401

#### Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2023        | 02/03/2023 |
| 2024        | 01/18/2024 |
| 2024        | 02/08/2024 |

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Florida Department of State, Division of Corporations



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**GARCIA, DICTINIO**

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO INC  
13000 SE FLORA AVE  
HOBE SOUND FL 33455

**LICENSE NUMBER: CGC1509418**

**EXPIRATION DATE: AUGUST 31, 2026**

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Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ELECTRICAL CONTRACTORS' LICENSING BOARD**

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**HIGGINBOTHAM, ROBERT A**

FERREIRA CONSTRUCTION CO. INC.  
13000 SE FLORA AVE  
HOBE SOUND FL 33455

**LICENSE NUMBER: EC13006679**

**EXPIRATION DATE: AUGUST 31, 2026**

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# Dictinio “Tino” Garcia

SENIOR VICE PRESIDENT

## Key Skills

### Career Summary

Tino started his career with Ferreira in 1995, on one of the company’s first civil projects, our main headquarters, followed by the Burnt Mills Road Bridge for Somerset County. Since then Tino has been a force behind our field operations in both New Jersey and Florida. Tino currently oversees our US Southeast Region Operations. Our Southern Division is heavily involved in civil, marine, and utility infrastructure, with a combined yearly revenue of \$60 Million.

As Senior Vice President, Tino promotes a respectful workplace environment, encouraging communication, unity, and teamwork. Tino’s excellent leadership and management skills ensure that our heavy civil construction and utility operations are run efficiently and safely while focusing on our client and community relationships, the cornerstone of our business.

Among his many responsibilities, Mr. Garcia tracks project costs from inception to completion. This key role assures that he maintains constant contact with project management and all those onsite, making himself available to all his employees. Tino had developed many substantial relationships since beginning his career and he continues to foster them every day.

- Excels in analyzing and adjusting work procedures for maximum efficiency
- Effectively explains and interprets organizational policies and procedures
- Demonstrates strong personal effectiveness
- Demonstrates highly sophisticated skill and strategies
- Recognizes the need to concentrate on people rather than tasks
- Effectively develops employees
- Continuously finds new and better ways of performing job
- Builds strong sense of teamwork and purpose

### Professional Experience

**Ferreira Construction Co., Inc.**                      **1995 – Present**  
*Senior Vice President*

**M.J. Paquet**                                              **1989 – 1995**  
*Project Engineer*

### Education

**New Jersey Institute of Technology, Newark, NJ**  
*Civil Technology, 1987-1989*

**Middlesex County College, Edison, NJ**  
*Associate of Science, Civil/Contracting Technology, 1987*

## Licenses/Affiliations

- Certified Asphalt Paving Technologist
- Florida General Constructors License
- UTCA – Board of Directors
- Marine Industry of Palm Beach – Board of Directors

### **Professional Summary**

Mr. Higginbotham is Vice President for Ferreira Construction. He brings more than 25 years of heavy highway and heavy civil construction experience. He has managed and successfully completed roadway improvement projects for Florida Department of Transportation, local municipalities as well as private clients. Robert is a Licensed State of Florida Electrical Contractor and is the Electrical Qualifier for Ferreira Construction Southern. His extensive knowledgeable and experience includes Intelligent Transportation Systems, Traffic Signalization, Roadway Signing, Computerized Traffic Control and Electrical work. Mr. Higginbotham's extensive background has given him the knowledge in completing all aspects of the job, including but not limited to proposal development and budget management; quality control; scheduling; client, agency, and labor union negotiations; coordination with subcontractors and vendors; safety and personnel management.

### **Professional Experience**

#### **Ferreira Construction (2019-Present)**

*Vice President*

#### **Valiant Power South, LLC (2015-2019)**

*Vice President*

#### **The Signal Group, Inc. (1996-2015)**

*Executive Vice President/General Manager*

#### **Achievements:**

- Implementation and management of electronic bidding delivery system
- Expanded SGI Fleet and personnel to maintain and operate three divisional offices and warehouses
- Expanded general revenue base by competitive marketing and production

### **Key Projects**

#### **Traffic Signalization, Signing and Highway Lighting Systems**

- Palm Beach International Airport AS8
- I-95 Linton Blvd. South to Spanish River (HOV Lane) for the Florida Department of Transportation
- I-95 (SR #5) Linton Road to Hypoluxo Road, Palm Beach County
- I-95 (SR #5) Blue Heron Boulevard to 45<sup>th</sup> Street, Palm Beach County
- U.S. Highway 1 from Port St. Lucie Boulevard North to Rio Mar Drive, St. Lucie County
- I-95 (SR #5) from Blue Heron Boulevard to PGA Boulevard, Palm Beach County
- S.R.9 (FL Turnpike) to S.R.710 for the Florida Turnpike Authority
- Cross-Town Parkway Corridor for the City of Port St. Lucie; Segments I, II, III, IV, V
- Design Build of five Intersections for Martin County Board of County Commissioners

### **Intelligent Transportation Systems**

- City of Boca Raton ITS Closed Loop System-Group #4; Installation of ITS and Video Detection
- Indian River County ATMS Groups 3 & 4
- City of Port St. Lucie Master Maintenance for ITS Systems

### **Affiliations**

Florida Transportation Builders Association (FTBA)  
Intelligent Transportation Systems of Florida (ITS)

### **Education/Licenses**

Bachelor of Science in Agricultural Economics, Auburn University  
State of Florida Electrical Contractor

### **Training/Certification**

State of Florida Electrical Contractor  
State of Florida Registered Master Electrician  
State of Florida Department of Transportation Managerial and Engineering Seminars  
IMSA Intermediate Work Zone Specialist  
IMSA Traffic Signal Certification, Level I & Level II



## JOHN CIABATTARI VICE PRESIDENT

### Professional Summary

Mr. Ciabattari is Vice President for Ferreira Construction. He brings more than 20 years of marine construction experience to his role. This experience makes Mr. Ciabattari an industry leader more than an industry superintendent. Therefore, his role in maritime projects is pivotal. Moreover, his knowledge foresight allows him to oversee projects under significant time, environmental, and budgetary constraints. His vast knowledge is an invaluable asset to the Ferreira organization.

### Professional Experience

#### **Ferreira Construction Company – Southern Division (2011 – Present)**

*Vice President*

#### **Northgate Construction Company (2004 – 2011)**

*Owner*

Managed concrete and excavation company, including advertising, working with clients, preparing estimates, project supervision, permitting with various agencies, customer service, equipment and manpower management, accounts receivable and payable, payroll and daily operations. Heavy equipment operation when required and running the daily field operations. Projects included site work, concrete foundations, and utility installation for commercial projects.

#### **Pile Foundation Construction (1988 – 2004)**

*Project Manager/Field Superintendent*

Managed the day-to-day field operations for a marine construction company. Work included estimating, negotiating change orders, meeting with various city agencies, coordinating subcontractors, ordering materials, supervising manpower and equipment. His daily responsibilities included moving barges, installing temporary work platforms, driving piles, installing sheeting, constructing new bullheads, constructing new piers, underpinning existing foundations, installing caissons with rock sockets, dredging, installing pile wraps, new fender systems and all related concrete work associated with his projects.

#### **Joki Fishing Corp. (1984 – 1988)**

*Captain*

Maintenance, fueling, docking and supervision of crew for a 90-foot sightseeing/fishing boat. Coordinated subcontractors, staff, advertising, accounts receivable and payable, payroll and daily operations.

### Professional Licenses

CDL, A license – 100-ton Masters License

# Joshua Lee, PSM

LEAD SURVEYOR

## Career Summary

Joshua joined Ferreira in 2018, with over 20 years of experience in survey operations. Joshua supervises, assigns, coordinates, reviews, and participates in the work of staff responsible for performing field survey work. Additionally, Joshua will initiate and direct survey projects in progress, check survey measurements and readings for accuracy and consistency. As a leader, Joshua encourages his team to always be open to change and to participate in continuous learning opportunities. Some of Joshua's responsibilities include:

- Plans, organizes, and directs work of one or more survey parties engaged in surveying the Earth's surface to determine precise location and measurements of points, lines, areas, and contours for construction.
- Provides quantity calculations of materials
- Ensures proposed construction specifications are being followed during the course of construction

## Professional Experience

**Ferreira Southern Construction Co., Inc.**      **2018 – Present**  
*PSM, Lead Surveyor*

**Pinnacle Surveying, LLC**      **2016-2018**  
*Director of Survey Operations*

**Denes Land Surveys**      **2007-2016**  
*Land Survey Party Chief*

**Denuzzio & Associates**      **2002-2007**  
*Land Survey Party Chief*

## Education

**University of Florida**      **2019-2020**  
*Geomatics Certificate, Geomatics*

**Palm Beach Atlantic University**      **1997-2001**  
*Bachelor of Science, Art*

## Key Skills

- Excels in analyzing and adjusting work procedures for maximum efficiency
- Effectively develops organizational capabilities and integration of objectives
- Demonstrates natural leadership ability
- Proposes plans of action which are timely, realistic, and positive
- Excels in planning, forecasting, setting objectives, and determining courses of action
- Shows professional concern for quality of work
- Constantly seeks to broaden professional horizons

## Training

- OSHA 30
- First Aide/CPR/AED
- FDOT MOT Advanced
- Professional Surveyor and Mapper





## Frank J. Peluso Jr. CUSP, EMT Health and Safety Manager

### Professional Summary

Mr. Peluso has been working in the Health and Safety field for over fifteen years developing and instituting safe work practice programs for the construction industry, and public sector. CPR, AED, fall protection, confined space, hazcom, hazwoper are just a few of the many training courses Frank teaches. He has worked on many Industrial, Pharmaceuticals, and Commercial projects throughout the USA which include Merck Pha, Catelet Pha., Navartis Pha, BMS Pha., Exxon Mobil, Phillips66, Motiva, Chevron, Phillips 66, Infinium. Frank has a track record for implementing policies and procedures, site audits on all levels in addition to making HASP's, SSHASP's, and OSHA compliant activities. He has instructed at many training centers, Rutgers, American Heart Association, American Safety, Health Institute and National Safety Council. Mr. Peluso's knowledge and training abilities in Industrial and Construction Health and Safety makes him an asset to the Ferreira Construction Team.

### Professional Experience

**Ferreira Construction Southern Division Co., Inc. (2018 – Present):** Health and Safety Manager, Subcontractor Management, Instructor/Trainer, Auditor, Claims, Purchasing of supplies for safety.

**Valiant Companies (2016-2018):** Health and Safety Manager, Pre-Bid Analysis (ISNet, Browz, Avetta/Pics), Subcontractor management, Instructor, Auditor, DOT Compliance, Asset Management, & Claims Specialist.

**Petillo Inc. (20014-2016):** Director of Health and Safety, Trainer, OSHA Compliance, Aerial Photography and Video Specialist.

**Haztek Inc. (2013-2014):** Health and Safety Professional, Safety Site Coordinator, Hazmat, Confined Space Rescue Lead, OSHA Trainer, Auditor, Inspections, and Lead Trainer.

**International Brotherhood of Electrical Workers Local 102 (2005-2018):** Union Journeyman A Class, Med. Voltage Splicer, Equipment Operator, Site Emergency Medical Technician , Site Safety Officer.

**Pleasant Plains Volunteer Fire Department Station 30 (2002-2017):** Fire Fighter, EMT, Extrication Technician, Advanced Rescue Driver Secretary.

**Pleasant Plains Volunteer First Aid Squad 33 (2009-2017):** Chief Line Officer / EMT / Driver / Engineer / Jr. Cadet Ems Head Advisor.

**Toms River Technical Rescue Team (2009-2017):** Confined Space Rescue Technician / Man Power / High Angle Rescue / Ropes and Rigging.

## Training

OSHA 502, 500– Construction Industry Instructor  
IC-700, 800, 100, 200, 300 – FEMA Incident Command  
IM-100 & 200 – FEMA Incident Management  
Incident Safety Officer  
OSHA 510, 40 Hazwoper, 8 Hazwoper Supervisor  
Firefighter Level 1 & 2  
Emergency Medical Technician  
Extrication Technician  
Haz-Mat Awareness & Operations for emergency services  
Florida Advanced MOT  
New Jersey Traffic Control Coordinator  
FPL Switchman Trainer  
PSEG Substation Awareness Trainer  
NEXTERA Nuclear Radiation Responder & Trainer  
AHA & ASHI – Level 9 First Aid/CPR/AED Instructor  
NFPA70E  
Hazard Communication Trainer  
Equipment Trainer (Off-road Fork Lift, Excavator, Skid Steer)  
S.T.A.R.T. & NJ State Police – Advanced Confined Space Rescue Specialist  
Certified Emergency Vehicle Operator  
SCOTT SCBA Specialist & Repair Tech  
Medium Voltage Splicing to 75k  
High Line Rescue  
Wildland Firefighter S130 & S190  
Drug and Alcohol Reasonable Suspicion Testing Advocate  
NSC Defensive Driving 4 Instructor  
C.E.U. Classes: Core 13, Start Triage, Sport Injuries, To Hell and Back Burn Patients, Elevator Emergencies, Diabetic Emergencies, Intel, Children with special needs, Prehospital Stroke Management, Street Drugs, Sport Injuries, Winter Emergencies, Pediatric patient assessment, wind driven fires, Sick or Not Sick.



# Nicholas Payne

DIVISION MANAGER, FLORIDA OPERATIONS

## Career Summary

Nicholas began his career with the Ferreira Family of Companies in April of 2022 as the Division Manager for our Hobe Sound, Florida Operations. Nicholas has over 25 years of experience in power, industrial, and utility construction, playing a lead role in our Utility Division. He oversees the performance of all our transmission & distribution, water/wastewater, and industrial projects to ensure profitability and timely execution of work while ensuring we are in line with established policies, practices, and procedures and maintaining close contact with the owner during all phases of the work. In addition, He is also responsible for ensuring safety, quality, productivity, and reporting.

His extensive experience working on projects over \$80 million, establishing long and short-term planning objectives for our regional office, and effectively managing the overall planning and implementation make him a key asset to our team.

## Professional Experience

|                                                                                   |                             |
|-----------------------------------------------------------------------------------|-----------------------------|
| <b>Ferreira Construction Co., Inc.</b><br><i>Division Manager</i>                 | <b>April 2022 – Present</b> |
| <b>Williams Industrial Services, LLC</b><br><i>Director of Operations Manager</i> | <b>2012 – 2022</b>          |
| <b>Ronco Industrial Group</b><br><i>Project Manager</i>                           | <b>1997 – 2012</b>          |

## Education and Certifications

Florida Community College of Jacksonville, A.S. in Industrial Management Technology  
IBEW Electrical Apprenticeship Program

## Key Skills

- Effectively communicates management decisions to achieve understanding and acceptance
- Cultivates strengths of teammates, maximizing the use of company resources to accomplish results
- Efficiently organizes, assembles, and arranges resources to meet goals
- Excels in analyzing and adjusting work procedures for maximum efficiency
- Develops programs to improve the effectiveness of the department and overall operation of the organization
- Successfully formulates strategies, tactics, and action plans to achieve results

## Licenses

- Florida Underground Utilities License
- Kentucky State Electrical Masters License
- Florida State Electrical Master License

## Brian F. Ely

### PROJECT MANAGER

#### Career Summary

Brian joined Ferreira in 2022 as a Project Manager in our Jacksonville, Florida location. Brian began his career in 1982, designing storm drainage and wastewater treatment systems while working alongside various state agencies. Brian owned a successful mechanical and general construction business for 15 years in Florida. He is a licensed general contractor as well as a mechanical contractor. Brian has managed over \$200 million dollars of work for private and public utility companies. Brian is also responsible for but not limited to the following:

- Ensures project schedule and budget are clearly defined and understood. Overseeing project budget, forecasting, and cost estimation
- Supervises and manages project team members; sets goals and evaluates the performance
- Demonstrates Ferreira's safety culture by leading a safety-oriented approach to work
- Supervises all activities related to contract administration, change orders, submittals, procurement, and schedule

#### Professional Experience

|                                                                             |                       |
|-----------------------------------------------------------------------------|-----------------------|
| <b>Ferreira Construction Co., Inc.</b><br><i>Project Manager</i>            | <b>2022 – Present</b> |
| <b>Williams Industrial Services LLC</b><br><i>Project Manager</i>           | <b>2019 – 2022</b>    |
| <b>Petticoat Schmitt Civil Contractors</b><br><i>Project Manager</i>        | <b>2017 – 2019</b>    |
| <b>BECC Contracting Inc.</b><br><i>President/CEO</i>                        | <b>2003 – 2017</b>    |
| <b>Zachary Construction Corp.</b><br><i>Senior Project Controls Manager</i> | <b>1998 – 2005</b>    |

#### Education

**The University of North Florida, Jacksonville, FL**  
*Bachelor of Science, Construction Management - 1990*

#### Key Skills

- Excels in analyzing and adjusting work procedures for maximum efficiency
- Effectively explains and interprets organizational policies and procedures
- Demonstrates strong personal effectiveness
- Demonstrates highly sophisticated skill and strategies
- Recognizes the need to concentrate on people rather than tasks
- Effectively develops employees

#### Training

- OSHA 10
- Florida General Contractor License # CGC1505925
- Florida Mechanical Contractor License # CMC1249336

# Al Vos

## PROJECT MANAGER

### Career Summary

Al started with Ferreira in 2021 as a project manager for our Jacksonville, Florida location. Al began his career in 1984 in Georgia and has traveled throughout the Continental United States. During his time, Al oversaw power, water, wastewater, and civil construction projects. Additionally, Al has managed regulatory compliance for major power companies located the SE region of the Union States as well as projects for the US Department of Defense. Al understands the importance of safety and promotes a culture of safety, awareness, and training. Al encourages his team to further educate themselves on standards and practices, allowing them to complete their projects safely, on time and within the allotted budget. Some of Al's responsibilities also include but are not limited to:

- Ensures project schedule and budget are clearly defined and understood. Oversee project budget, forecasting, and cost estimation
- Supervises and manages project team members; set goals and evaluate performance.
- Trains and develops direct reports utilizing on-the-job and internal and external training or development opportunities
- Demonstrates Ferreira's safety culture by leading a safety-oriented approach to work

### Professional Experience

|                                                                         |                       |
|-------------------------------------------------------------------------|-----------------------|
| <b>Ferreira Construction Co., Inc.</b><br><i>Senior Project Manager</i> | <b>2022 – Present</b> |
| <b>Williams Industrial Services</b><br><i>Project Manager</i>           | <b>2019 – 2022</b>    |
| <b>Jackson Electrical Authority</b><br><i>Inspector</i>                 | <b>2018 - 2019</b>    |
| <b>Williams Industrial Services, LLC</b><br><i>Project Manager</i>      | <b>2002 - 2018</b>    |

### Key Skills

- Cultivates strengths of his team
- Encourages employees to acquire proper skills, attitudes, and knowledge
- Excels in planning, forecasting, setting objectives and determining courses of action
- Demonstrates a systematic approach in carrying out assignments
- Recognizes the need to concentrate on people rather than tasks

### Training

- OSHA 30



Bid Opening

Job Title: Invitation to Bid (ITB) 2024-20 Lift Station 16 Improvements

Dept General Services

Date: 09/20/2024 at 2:30 PM

Read by: Jackie Pappas

Recorded by: Sunni Krantz

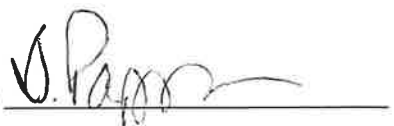
| Bidder name/Address                                                                    | Bid Amount     | Addendum 1 | one (1) original and two (2) digital copies on a thumb drive |
|----------------------------------------------------------------------------------------|----------------|------------|--------------------------------------------------------------|
| SGS Contracting Services, Inc.<br>25613 West US Hwy 27<br>High Springs, FL 32643       | \$1,907,000.00 | ✓          | ✓                                                            |
| Ferreira Construction Company, Inc.<br>591 Pickettville Rd.,<br>Jacksonville, FL 32220 | \$1,686,680.00 | ✓          | X                                                            |

Witness Signature:

A blue ink signature of Sunni Krantz, written in a cursive style.

Witness Printed Name: Sunni Krantz

Witness Signature:

A blue ink signature of Jackie Pappas, written in a cursive style.

Witness Printed Name: Jackie Pappas

**ADOPT RESOLUTION 2024-R-235 authorizing a FY 2024-25 budget amendment for the use of evidence funds**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

Budget amendment in order to utilize evidence funds for the purchase of evidence software and equipment.

### **BACKGROUND**

The evidence division of the Palatka Police Department is in need of updated evidence software and equipment to more efficiently process, gather and store evidence gathered in investigations and at crime scenes.

### **PROJECT ANALYSIS**

The budget amendment is necessary.

### **Staff Recommendation**

Adopt Resolution

### **ATTACHMENTS**

|    |                                      |
|----|--------------------------------------|
| 1. | 2024-R-235 RESOLUTION Evidence Funds |
|----|--------------------------------------|

**RESOLUTION NO. 2024-R-235**

**A RESOLUTION OF THE CITY COMISSION OF THE  
CITY OF PALATKA, FLORIDA, AMENDING THE FY  
2024-2025 BUDGET TO UTILIZE EVIDENCE FUNDS,  
PROVIDING FOR SCRIVENER’S ERRORS**

**WHEREAS**, a budget amendment is necessary to appropriate evidence funds in the amount of \$24,172 for the purpose of purchasing evidence software and equipment; and

**WHEREAS**, the City of Palatka deems it reasonable and necessary to amend the FY 2024-2025 budget; and

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

**1.** The revenues and expenditures of the City of Palatka General Fund 001 Budget for the Fiscal Year 2024-2025 are amended as follows:

**REVENUES:**

| Revenue Number    | Description    | Last Approved | Recommended Amendments | As Amended  |
|-------------------|----------------|---------------|------------------------|-------------|
| 001-00-359-0-0500 | Evidence Funds | \$0           | \$24,172.00            | \$24,172.00 |

**EXPENDITURES:**

| Expenditure Number | Description    | Last Approved | Recommended Amendments | As Amended  |
|--------------------|----------------|---------------|------------------------|-------------|
| 001-07-521-3-5282  | Evidence Funds | \$0           | \$24,172.00            | \$24,172.00 |

**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 14<sup>th</sup> day of November, 2024.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**ADOPT RESOLUTION 2024-R-236 authorizing a FY 2024-25 budget amendment for Justice Assistance Grant D funding in the amount of \$6,275**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

Recognize revenue from unclaimed funds and use to purchase needed equipment.

### **BACKGROUND**

The Palatka Police Department was awarded a Street Crimes Unit Technology Grant in the amount of \$6,275 in August 2024. The current equipment is old, outdated and unreliable. Our detectives frequently borrow equipment from the Sheriff's Office or the tri-county task force to conduct operations. This funding allows us to upgrade our equipment.

### **PROJECT ANALYSIS**

The City of Palatka will use these grant funds to purchase specific types of electronic equipment such as transmitters, microphones, cameras and other recording technology to be utilized in undercover operations. This will increase the detective's efficiency and effectiveness by allowing them to conduct more frequent operations.

### **Staff Recommendation**

Authorize Budget Amendment

### **ATTACHMENTS**

|    |                                                                                                                                                        |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | 2024-R-236 RESOLUTION JAG D Grant Funds                                                                                                                |
| 2. | 6N045-Original Signed Agreement                                                                                                                        |
| 3. | 2024-r-144 AUTHORIZING THE PALATKA POLICE DEPARTMENT TO ACCEPT A GRANT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT OFFICE OF CRIMINAL JUSTICE GRANT |

**RESOLUTION No. 2024-R-236**

**A RESOLUTION OF THE CITY COMISSION OF THE CITY  
OF PALATKA, FLORIDA, AMENDING THE FY 2024-2025  
BUDGET TO ACCOUNT FOR THE JAG D GRANT; AND  
PROVIDING FOR SCRIVENER’S ERRORS**

**WHEREAS**, a budget amendment is necessary to appropriate grant funds received for the 2024 JAG D Grant in the amount of \$6,275; and

**WHEREAS**, the City of Palatka deems it reasonable and necessary to amend the FY 2024-2025 budget; and

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

**1.** That the revenues and expenditures of the City of Palatka General Fund 001 Budget for the Fiscal Year 2024-2025 are amended as follows:

**REVENUES:**

| Revenue Number    | Description | Last Approved | Recommended Amendments | As Amended |
|-------------------|-------------|---------------|------------------------|------------|
| 001-00-331-2-6323 | JAGD        | \$0           | \$6275.00              | \$6275.00  |

**EXPENDITURES:**

| Expenditure Number | Description | Last Approved | Recommended Amendments | As Amended |
|--------------------|-------------|---------------|------------------------|------------|
| 001-07-521-8-8540  | JAGD        | \$0           | \$6275.00              | \$6275.00  |

**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 14<sup>th</sup> day of November, 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 15<sup>th</sup>; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15<sup>th</sup>.

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 30<sup>th</sup>; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30<sup>th</sup>.

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.

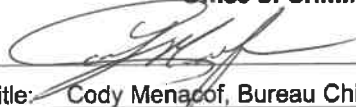
## Award Signatures

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 strikeouts, whiteout, etc. are not permitted.

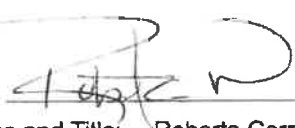
Award ID: 6N045  
Award Title: D-6N045: Street Crimes Unit Technology Grant  
Award Period: 07/01/2024 – 09/30/2025

### Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature:  Date: 8/20/24  
Typed Name and Title: Cody Menadof, 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.

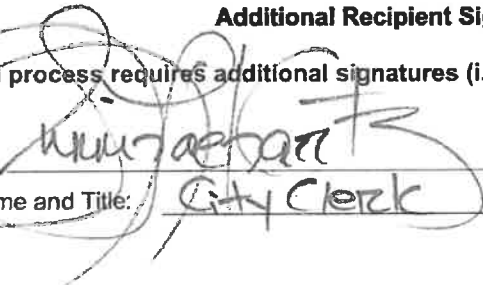
Signature:  Recipient Chief Official Date: August 9, 2024  
Typed Name and Title: Roberta Correa, Mayor

### 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: August 8, 2024  
Printed Name and Title: City Clerk

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.

|                               |                                                                                                                 |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------|
| <b>Deliverable 1</b>          | 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

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### 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

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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/certsub/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/gs1-sl-june-2023.pdf> and <https://files.floridados.gov/media/706718/gs2-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](http://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](mailto: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 7<sup>th</sup> 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/gsl1-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](http://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](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](http://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.

**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

**ADOPT RESOLUTION 2024-R-233 authorizing the purchase of 10 police vehicles and equipment in a not-to-exceed amount of \$603,000 (\$250,000 of the amount is grant-funded)**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

Authorize the purchase of 10 police vehicles utilizing \$250,000 in grant funds to offset the cost.

### **BACKGROUND**

The Police Department is in need of 10 new police vehicles and utilizing a \$250,000 grant would like permission to make the purchase.

### **PROJECT ANALYSIS**

To purchase ten vehicles to replace older vehicles in the fleet with the assistance of a USDA Grant in the amount of \$250,000.

### **Staff Recommendation**

Adopt Resolution

### **ATTACHMENTS**

|    |                                                 |
|----|-------------------------------------------------|
| 1. | 2024-R-233 AUTHORIZING THE PURCHASE OF VEHICLES |
| 2. | 2024 Vehicle specs                              |
| 3. | Tallahassee AUTO Contract 5180                  |

**RESOLUTION NO. 2024-R-233**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AUTHORIZING THE PURCHASE OF TEN VEHICLES FROM  
BECK AUTO SALES, INC. FOR THE PALATKA POLICE  
DEPARTMENT; AND PROVIDING FOR SCRIVENER'S  
ERRORS**

**WHEREAS**, the City of Palatka received a quote for ten (10) vehicles for a sum of \$590,291.87 from Beck Auto Sales, Inc.; and

**WHEREAS**, the City of Palatka received a grant in the amount of \$250,000 to utilize for vehicle purchases; and

**WHEREAS**, the required funding for the purchase of the listed vehicles was previously approved and budgeted for \$353,985.00 in the FY25 budget line for Capital Outlay under Vehicle Purchases;

| Revenue Number    | Description      | Amount    |
|-------------------|------------------|-----------|
| 001-07-521-8-8532 | USDA Grant       | \$250,000 |
| 001-07-521-6-6401 | Vehicle Purchase | \$353,985 |

**WHEREAS**, the Palatka City Commission deems it appropriate to proceed with the purchase of ten police vehicles through Beck Auto Sales, Inc. for an amount not to exceed \$603,000 under Tallahassee Agreement No. 5180: New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks.

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

1. The acquisition and financing of the vehicles under the terms and conditions as described, is hereby approved. The City Manager and any other officer who shall have power to execute contracts on behalf of the City, are hereby authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officers who execute the Agreement.
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 14<sup>TH</sup> day of November, 2024.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



# Palatka Police Department

## 2024 Vehicle Recommendation and Cost

### Marked Patrol Vehicle

| Make  | Model          | Per Unit Cost | Qty | Total Cost  |
|-------|----------------|---------------|-----|-------------|
| Dodge | Charger V8 AWD | \$50,766.62   | 1   | \$50,766.62 |

### Patrol K-9 Vehicle

| Make     | Model          | Per Unit Cost | Qty | Total Cost  |
|----------|----------------|---------------|-----|-------------|
| Dodge K9 | Charger V8 AWD | \$55,766.00   | 1   | \$55,766.00 |

### Patrol Supervisor Vehicle

| Make    | Model                | Per Unit Cost | Qty | Total Cost   |
|---------|----------------------|---------------|-----|--------------|
| Ford    | Explorer Interceptor | \$61,648.28   | 3   | \$184,944.84 |
| Ford K9 | Explorer Interceptor | \$61,648.28   | 1   | \$66,404.98  |

### Administrative Vehicles

| Make  | Model                 | Per Unit Cost | Qty | Total Cost  |
|-------|-----------------------|---------------|-----|-------------|
| GMC   | Sierra 1500 (Shaw)    | \$59,294.13   | 1   | \$59,294.13 |
| Ford  | Expedition (Forsythe) | \$68,474.85   | 1   | \$68,474.85 |
| Chevy | Traverse (Mast)       | \$44,936.11   | 1   | \$44,936.11 |
| Ford  | F150 XLT (Newcomb)    | \$59,704.34   | 1   | \$59,704.34 |

|                                                     |                     |
|-----------------------------------------------------|---------------------|
| <b>Total Purchase Cost Before Trade In Assessed</b> | <b>\$590,291.87</b> |
|-----------------------------------------------------|---------------------|

|                            |               |
|----------------------------|---------------|
| <b>Trade in Assessment</b> | <b>\$0.00</b> |
|----------------------------|---------------|

|                        |                     |
|------------------------|---------------------|
| <b>Amount in Grant</b> | <b>\$250,000.00</b> |
|------------------------|---------------------|

|                            |                     |
|----------------------------|---------------------|
| <b>Total Purchase Cost</b> | <b>\$340,291.87</b> |
|----------------------------|---------------------|

|                                              |               |
|----------------------------------------------|---------------|
| <b>Trade in (Check to Police Department)</b> | <b>\$0.00</b> |
|----------------------------------------------|---------------|

**AGREEMENT FOR NEW MUNICIPAL VEHICLES, CARS,  
VANS, SPORT UTILITY VEHICLES, AND LIGHT TRUCKS**  
**Agreement No. 5180**

This Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks (the "Agreement") is entered into and effective this 01 day of 01 2022, (the "Effective Date") by and between the **City of Tallahassee**, a Florida municipal corporation (the "City"), whose principal place of business is 300 South Adams Street, Tallahassee, FL 32301, and **Beck Auto Sales, Inc.** (the "Vendor"), whose principal place of business is 256 Hwy 17 North, Palatka, Florida 32177. The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

**1. DEFINITIONS.** Certain capitalized terms in the Agreement have the meanings set forth below. Other terms used in this Agreement, but not defined in this Section, are defined elsewhere within the Agreement.

A. *"Vehicles and Services"* means the complete product line of new municipal vehicles, cars, vans, sport utility vehicles, light trucks with related equipment, parts, service, training, and supplies as sought in City Solicitation RFP No. 096-21-KM and more fully described in its Section 3, Scope of Work/Specifications.

B. *"Purchase Order"* means the purchase order commitment for Vehicles and Services made by the City through a Purchase Order and subject to the terms of this Agreement. It is anticipated that this Agreement will be executed prior to the issuance of any Purchase Order or associated quote and build sheets.

C. *"Agreement Documents"* are the City Solicitation RFP No.096-21-KM, its associated Scope of Work/Specifications and any associated addenda; the Vendor's Solicitation Response dated September 22, 2021, including any associated addenda and pricing sheets; and the Purchase Orders arising from this Agreement, including any associated quote and build sheets. These documents are incorporated by reference and made a part of this Agreement and given the same force and effect as if they were incorporated in full text.

## 2. ORDERS.

A. City Solicitation RFP No. 096-21-KM sought multiple vendors for Vehicles and Services. Although the City plans to order needed Vehicles and Services under this Agreement, the City makes no commitment to order any minimum or maximum quantities from any Vendor or to place orders at all. This Agreement is non-inclusive. The City reserves the right to order or purchase from other vendors, manufacturers, dealers, and other local, state, or national government agencies and/or associations when deemed in the best interest of the City. Orders under this Agreement will be initiated, at the sole discretion of the City, by submitting a request for quote and build sheet (if applicable) to the Vendor.

B. Upon receipt of the completed quote and build sheet, the City and the Vendor agree to discuss production schedules, product availability, and due dates prior to ordering Vehicles and Services through a City Purchase Order. The Vendor's quote **MUST** be dated and reference the Agreement Number.

C. Any future Vehicles or Services not currently available or offered can be added as they become available.

## 3. PURCHASES MADE BY OTHER PUBLIC AGENCIES.

A. With the consent and agreement of the Vendor and the City, purchases may be made by other local, state, or national governmental agencies, political subdivisions, or other public entities under this Agreement. Purchaser(s) **MUST** contact the City's procurement office to request utilization prior to purchasing under this Agreement. Such purchases shall be governed by the same terms and conditions stated herein.

(1) The City charges an administrative fee of \$100.00 per vehicle sold. The Vendor shall be responsible for the reporting, collection, and remittance of the administrative fee(s) paid by other local, state, or national governmental agencies, political subdivisions, or other public entities to the City. Should any such purchases by other local, state, or national governmental agencies or political subdivisions be made, the Vendor shall submit a report of such purchase(s) within thirty (30) calendar days of receiving payment via email to [kathy.crum@talgov.com](mailto:kathy.crum@talgov.com). The subject line of the email should **reference Reporting Administrative Fee - Agreement No. 5180** with a copy of the purchase order attached to the email.

(2) The Vendor shall remit all administrative fees no later than ten (10) calendar days after the end of each fiscal quarter to the following address:

Fleet Management Admin  
Attn: Kathy Crum  
400 Dupree Street  
Tallahassee, Florida 32304

Payments should be made by check with **Payment Administrative Fee – Agreement No. 5180 referenced** on the check.

For questions, please contact:

Kathy Crum - Fleet Management Contract Manager  
(850) 891-5229

B. This Agreement in no way restricts or interferes with the right of any local, state, or national government agency or political subdivision or other public entity to respond to any or all of these terms independently if required by law or to supplement the Agreement if a specific term is not addressed herein.

#### **4. PRICES AND PAYMENT.**

A. Prices. The City agrees to pay the Vendor for Vehicles and Services ordered under this Agreement as set forth in the Vendor's price lists submitted as part of its Solicitation Response. The Vendor's pricing shall be updated accordingly based on pricing for the current year. Any and all future pricing **MUST** be approved by the Fleet Management Director.

B. Payment. All fees are due and payable in U.S. dollars. Payment for orders for Vehicles and Services will be made in accordance with the Local Government Prompt Payment Act (Section 218.70, et. seq., Florida Statutes), unless the Parties make other arrangements as documented either by addendum to this Agreement or through a Purchase Order. Under the terms of the Prompt Payment Act, the payment due date for a local government entity for the purchase of goods or services is 45 days after the date on which a proper invoice is received by the City or, if no proper invoice is received, the due date is calculated based on other trigger dates identified in Section 218.73, Florida Statutes. No C.O.D shipments will be accepted. If the City fails to make payment within the statutory time frame, the unpaid amount shall bear interest from thirty (30) days after the due date at the rate of 1% per month on the

unpaid balance.

(1) Disputes. In the event a dispute occurs between the Vendor and the City, the Parties shall attempt to settle the dispute informally and in good faith prior to instituting formal legal action. If the dispute is resolved in favor of the Vendor, interest shall begin to accrue as of the original date the payment became due.

(2) Proper Invoice. Invoices may be submitted via E-mail to:

[invoices@talgov.com](mailto:invoices@talgov.com) with a copy to [fleetadmin@talgov.com](mailto:fleetadmin@talgov.com) or by mail to:

City of Tallahassee - Accounts Payable – City Hall

300 S. Adams Street, Box A-28

Tallahassee, Florida 32301-1731

with a copy of the original invoice identified as a “copy” submitted to:

City of Tallahassee - Fleet Management Administration

400 Dupree Street

Tallahassee, Florida 32304

Any invoice or payment request which is received by the City must conform to the following requirements and contain the information listed below:

- a. The invoice must be in compliance with the terms of this Agreement;
- b. The invoice must be an original invoice;
- c. The invoice must not be under dispute;
- d. The invoice must include the authorizing City Purchase Order and/or Agreement number;
- e. The invoice must be dated;
- f. The invoice must include the number of the invoice to facilitate identification;
- g. The invoice must include the name and address of the Vendor; and provide the remittance address for payment, if different;
- h. The invoice must include the Purchase Order or Schedule line item number, including a description, quantity, unit of measure, unit price, and extended price of the item;
- i. The invoice must include the terms of any prompt payment discount offered; and
- j. The invoice must include Vendor' Federal Identification Number (if applicable).

C. Payment Methods. The City may pay invoices via wire transfer, check, or ACH transfer. Subscription Services may also be paid by credit card.

D. Taxes. Amounts quoted by the Vendor do not include any applicable taxes or similar fees now in force or enacted in the future resulting from any transaction under the Agreement unless otherwise expressly stated. The Vendor understands that the City is entitled to an exemption from any applicable taxes and shall provide the Vendor with a valid exemption certificate upon request.

## **5. DELIVERY, INSPECTION, AND ACCEPTANCE.**

A. Delivery does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect all Vehicles or Services to determine whether such Vehicles or Services meet all specifications and requirements set forth in the Agreement Documents. The City agrees to notify the Vendor within three (3) days of delivery or completion of Services if the Vehicles or Services do not meet all specifications and requirements for acceptance.

B. The Vendor shall deliver the Vehicles or Services in accordance with the terms and time frame listed on the quote. Should there be an issue with delivering the Vehicles or Services in the time frame listed on the quote, the Vendor and City agree to discuss, and confirm in writing, a mutually acceptable time frame. In the event delivery of the Vehicles or Services is delayed past the agreed upon time frame, the Vendor agrees the City has the right to cancel the order and obtain the Vehicles or Services elsewhere without penalty to the City.

C. The Vendor shall deliver all Vehicles or Services FOB to:

City of Tallahassee- Fleet Management  
400 Dupree Street  
Tallahassee, Florida 32304

Equipment shall be delivered with the following documents completed or included:

- a. Any and all applicable documentation required by the Florida Department of Highway Safety and Motor Vehicles;
- b. Temporary registration and tag (when applicable);
- c. All manuals (electronic & paper Copy);
- d. All warranty certifications;
- e. Original Invoice;
- f. A copy of pre-delivery service report;

- g. A copy of applicable equipment specifications; and
- h. A copy of build sheet or documentation that verifies what components are included on the equipment being delivered.

## **6. WARRANTY.**

A. The warranty becomes effective when the Vehicles or Services are put into use by the City or at a maximum of thirty (30) days after delivery, whichever occurs first.

## **7. TERM.**

A. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the "Initial Term").

B. Extension Term. Upon written, mutual agreement by the Vendor and the City, this Agreement may be extended at the conclusion of the Initial Term for an additional two (2) years (the "Extension"). The Vendor and the City must agree to extend the Agreement no later than thirty (30) days prior to the expiration of the Initial Term of the Agreement.

## **8. TERMINATION.**

A. Termination for Cause. If the Vendor fails to fulfill any of its obligations under this Agreement and does not cure such default within thirty (30) days after receipt of written notice from the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under this Agreement or to terminate this Agreement, in whole or in part, wholly at the City's discretion.

B. Termination for Convenience. Additionally, the City shall have the right to terminate this Agreement for convenience, in whole or in part, upon 90-day notice, without the Vendor being in default thereunder. In the event of termination for convenience, the City shall pay the Vendor (i) the full amount due for services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties.

C. Termination Process. Termination shall be effected by (i) delivery of written notice to the Vendor from the City specifying whether termination is for default or convenience, (ii) providing detail as to the extent to which services under this Agreement are to be terminated, and (iii) specifying the date

upon which such termination becomes effective. After receipt of the written termination notice, and except as otherwise directed in writing by the City, the Vendor shall promptly stop work under this Agreement on the date and to the extent specified in the termination notice, terminate all subcontracts that relate to the performance of the services terminated by the termination notice, and complete performance of any services which have not been terminated. In the event the Agreement is canceled for default under the Agreement, the City may withhold funds owed to the Vendor in an amount sufficient to compensate for damages suffered from the default resulting in termination of the Agreement.

#### **9. FINANCIAL CONSEQUENCES OF NON-PERFORMANCE.**

A. The City may apply financial consequences if the Vendor fails to perform in accordance with the terms of the Agreement. If the Vendor fails to remedy performance deficiencies within thirty (30) days of being provided notice of such deficiency by the City, the Vendor may be assessed a non-performance retainage equivalent to 10% or \$1,000.00, whichever is less, of the total invoice amount for the task or project. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may invoice the City for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the retained funds will be forfeited.

B. The Vendor shall not be charged retained funds when the non-performance is a result of delay in delivery or performance arising out causes beyond the control and without fault or negligence of the Vendor due to manufacturer delays. To substantiate a delay in manufacturer product delivery, the Vendor is required to submit written proof of delay to the City in the form of a letter or email sent from the manufacturer to the Vendor. The City agrees that no retained funds will be withheld from the Vendor after written proof of the manufacturer's product delivery delay is provided to the City and, if necessary, regularly updated if the delay continues past any date which may be included in the written communication from the manufacturer.

#### **10. LIQUIDATED DAMAGES.**

A. If the Vendor fails to provide the Vehicles or Services within the time specified in this Agreement, any applicable Purchase Order, or any negotiated extension, the Vendor shall pay the minimum sum of \$100.00 for each calendar day of delay, not to exceed \$1,500.00 per month, to the City



as fixed and liquidated damages. In the event the City is penalized monetarily by federal, state, or local entities as a result of the Vendor delay, error, and/or poor performance issues, the Vendor may be required to reimburse the City the full amount of the assessed penalty.

B. Alternatively, if delivery or performance is delayed, the City may terminate this Agreement in whole or in part, under the Termination provision in this Agreement. In the event of termination for delivery or performance delay, the Vendor may be liable for (i) reimbursement to the City for costs spent to procure the Vehicles or Services from another vendor or (ii) for payment of liquidated damages as provided in above until such time as the City may reasonably obtain delivery or performance of similar Vehicles or Services.

C. The Vendor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Vendor caused by delay in manufacturer product delivery.

**11. INDEMNIFICATION.** The Vendor shall hold harmless and indemnify the City and its officials, officers, and employees from all claims, damages, losses, expenses, suits or actions against all third-party claims, losses, expenses, suits, or actions against the City, including, without limitation, costs of defending the action and attorney's fees, to the extent the claims arise out of or result from the performance and furnishing of the work, services, materials, goods, or equipment under the Agreement (including, but not limited to, claims regarding defects in materials, goods, equipment, and patent infringement) and such claim is caused in whole, or in part, by any breach of contract, act, or omission of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable. In any and all claims against the City, or any of its agents or employees by any employee of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or its subcontractors under any Workers' Compensation Act, Disability Act, or other Employee Benefit Act.

**12. AVAILABILITY OF FUNDS.** City funds may not be available for performance under this Agreement beyond September 30 of each year of this Agreement. The City's obligation for performance

of this Agreement beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Agreement beyond the referenced date until funds are made available.

**13. NOTIFICATION OF INSOLVENCY.** In the event the Vendor enters into a proceeding relating to bankruptcy or an assignment for the benefit of creditors, whether voluntary or involuntary, the Vendor agrees to furnish, by certified mail or other method authorized by the Agreement, written notification of the proceeding to the City. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing or transfer of legal and equitable title of assets to a third party under an assignment for the benefit of creditors. This notification shall include the date on which the bankruptcy petition was filed or the transfer consummated, the identity of the court in which the bankruptcy petition was filed or the name of the entity holding Vendor's assets, and a listing of City contract or purchase order numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment of net receipts under this Agreement has been made to the Vendor.

**14. CHOICE OF LAW AND VENUE.** All questions concerning the construction, validity, and interpretation of this Agreement shall be governed by the law of the State of Florida. Any dispute arising out of, concerning, or relating to this Agreement between the Parties shall be resolved exclusively in a federal or state court of competent jurisdiction located in Tallahassee, Leon County, Florida. To the extent necessary, the Parties hereby submit to, and agree not to contest, the jurisdiction of such courts. The Parties also agree to waive any right to trial by jury in any dispute or litigation arising from, concerning, or relating to this Agreement.

**15. REMEDIES.** No remedy herein conferred upon any Party is intended to be exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**16. NO WAIVER; SEVERABILITY; SECTION HEADINGS.** No failure of either Party to exercise or enforce any of its rights under this Agreement shall act as a waiver of such rights. If any provision of this Agreement is determined in any proceeding binding upon the Parties to be invalid or unenforceable, that provision will be deemed severed from the remainder of the Agreement and the remaining provisions shall continue in full force and effect; provided however, that if a court by limiting such provision determines that the provision would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited so long as the result is consistent with the Parties' expressed intentions herein. The section headings in this Agreement are solely for the convenience of the Parties and have no legal or contractual effect. This Agreement is entered into by sophisticated entities with access to counsel and shall not be construed against either Party as the "drafting" party.

**17. RELATIONSHIP BETWEEN THE PARTIES.** The Vendor and the City acknowledge and agree that this Agreement is not and shall not be construed as an agreement of joint venture, partnership, agency, franchise, or employment between the Parties or their respective employees. For all purposes under this Agreement, each Party shall be and act as an independent contractor to the other and shall not be authorized to, and shall not, bind or attempt to bind the other to any contract or agreement.

**18. NOTICES.** All notices required to be given under this Agreement shall be given in writing and sent to the following:

For the City:

Attn: Fleet Management Director  
400 Dupree Street  
Tallahassee, FL 32304  
with a copy via email to:  
[Jeffery.Shepard@talgov.com](mailto:Jeffery.Shepard@talgov.com)

For the Vendor:

Attn: Brandy Sloan  
256 Hwy 17 North  
Palatka, FL 32177  
with a copy via email to:  
[branysloan@checkbeck.com](mailto:branysloan@checkbeck.com)

All notices shall be given by certified or registered mail, overnight carrier, or personal delivery. Such notices shall be deemed given on the date of receipt of delivery of (or refusal to accept) said notice. Notwithstanding the foregoing, any day-to-day operational correspondence may be made by phone, email, or other mutually agreeable mechanism.

**19. ASSIGNMENT.** Neither Party may sell, assign, or transfer this Agreement without the prior written consent of the other Party; provided, however, that either Party may (with notice but without the prior consent of the other Party) assign this Agreement by operation of law, pursuant to a merger or acquisition of all or substantially all of its stock or assets, or to its affiliate. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Vendor shall notify the City, in writing, thirty (30) calendar days prior to any assignment or transfer as allowed by this paragraph.

**20. PUBLIC RECORDS.** The Parties acknowledge that the City is a governmental entity and is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. The Parties further acknowledge that some, or all, of the information, materials, documents provided to the City by the Vendor may be public records and, as such, may be subject to disclosure to, and copying by, the public unless otherwise exempted by statute. This provision shall constitute the City's sole obligation relating to maintaining confidentiality of any information or proprietary material of any kind submitted by the Vendor.

The Vendor also recognizes that by doing business with the City, its records relating to the Agreement may also be subject to the Public Records Act. **If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this Agreement, the Vendor may contact the City's Custodian of Public Records at:**

City Treasurer-Clerk  
(850) 891-8130  
[records@talgov.com](mailto:records@talgov.com)

Mailing Address:  
City Hall  
300 S. Adams Street  
c/o Records Division, Box A-31  
Tallahassee, Florida 32301

**21. SUBCONTRACTORS.** Subcontractors are not allowed under this Agreement.

**22. FORCE MAJEURE.** Neither Party shall be liable for non-performance or delay, other than the payment of fees due hereunder, due in whole or in part to any Force Majeure Event. Force Majeure Event shall be defined as occurrence of an event which is outside the reasonable control of a party and

which prevents that party from performing its obligations under a contract. In the event a Party is hindered or prevented from performing hereunder due to a Force Majeure Event, such Party shall notify the other Party of the Force Majeure Event and the extent of its suspension as soon as reasonably practicable. Failure to give notice as timely as practicable under the circumstances shall result in the forfeiture of a Party's right to suspend its obligations hereunder. If a Force Majeure Event prevents, hinders, or delays performance of a Party's obligations hereunder for more than thirty (30) days, the Party not prevented from performing may, at its sole option, terminate this Agreement upon notice to the other Party.

**23. INSURANCE COVERAGE.** Prior to commencing work, the Vendor shall procure and maintain, at the Vendor's own cost and expense, throughout the Term of the Agreement, the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Vendor, its agents, representatives, employees or subcontractors.

A. Commercial General/Umbrella Liability Insurance. \$1,000,000 limit per occurrence for property damage and bodily injury. The Vendor should indicate whether the coverage is provided on a claims-made or, preferably, on an occurrence basis. The insurance shall include coverage for the following:

- \* Premise/Operations;
- \* Explosion Collapse and Underground Property Damage Hazard (only where applicable to the project);
- \* Products/Completed Operations;
- \* Contractual;
- \* Independent Contractors;
- \* Broad Form Property Damage; and
- \* Personal Injury.

B. Business Automobile/Umbrella Liability Insurance. \$1,000,000 limit per accident for property damage and personal injury, including coverage for:

- \* Owned/Leased Autos;
- \* Non-owned Autos; and
- \* Hired Autos.

C. Workers' Compensation and Employers'/Umbrella Liability Insurance. Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether the Vendor is otherwise required by law to provide such coverage.

D. Professional Liability Insurance. \$1,000,000 or as per project (ultimate loss value per occurrence).

E. Commercial General Liability and Automobile Liability Coverage.

- \* The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers (together, "City Insureds") are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased, or used by the Vendor; or premises on which the Vendor is performing services on behalf of the City. The coverage shall not contain special limitations on the scope of protection afforded the City Insureds.
- \* The Vendor's insurance coverage shall be primary insurance for the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of the Vendor's insurance and shall not contribute to it.
- \* Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.
- \* Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

F. Worker's Compensation and Employers' Liability and Property Coverage. The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of the Vendor in the performance of services under this Agreement.

G. Garage Liability Coverage. A minimum of \$1,000,000.00 limit per occurrence.

H. Garage Keepers Coverage. A minimum of \$500,000 per accident.

I. All Coverage.

- \* Each insurance policy shall name the City as an additional insured.
- \* Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Contract Administrator.
- \* If the Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of the Agreement. The City, at its sole option, may terminate this Agreement and obtain damages from the Vendor resulting from said breach.
- \* Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so) and, without further notice to the Vendor, the City may deduct any premium costs advanced by the City for such insurance from sums due to the Vendor.

J. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City Insureds; or the Vendor shall procure a bond guaranteeing payment of losses, related investigation, claim administration, and defense expenses.

K. Acceptability of Insurers. Insurance is to be placed with Florida insurers rated B+X or better by A.M. Best's rating service.

L. Verification of Coverage. The Vendor shall furnish the City with certificates of insurance and with original endorsements providing evidence of required coverage. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on the Vendor's behalf. The certificates and endorsements must be received and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.

**24. SOVEREIGN IMMUNITY.** Nothing contained herein shall constitute a waiver by the City of any applicable sovereign immunity as described under the provisions of Section 768.28, Florida Statutes.

**25. COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures of the Parties, whether digital or encrypted, have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original textual, graphic and pictorial appearance of a document, have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**26. ORDER OF PRECEDENCE.** In the event of any inconsistency between any provisions of this Agreement and the Agreement Documents, and unless specifically stated otherwise, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement, and any written attachments and future written Amendments or Purchase Orders.
- B. Purchase Orders arising from this Agreement, including any associated quote and build sheets.
- C. City Solicitation RFP No.069-21-KM, including all addenda.
- D. Vendor's Response to the City's Solicitation.

**27. E-VERIFY.** The Contractor, and its subcontractors, must register with and utilize, the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees, pursuant to Section 448.095, Florida Statutes. Registration must take place prior to execution of this contract. If the Contractor enters into any agreement with a subcontractor for performance of services under this contract, the subcontractor must provide an affidavit to the Contractor which states that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens. The Contractor is required to maintain a copy of such affidavit throughout the term of this contract. The Contractor agrees to adhere to the requirements of Section 448.095, Florida Statutes, and understands that failure to comply with the statute will result in termination of this contract. If such



termination occurs, the Contractor will not be awarded another City contract for at least one (1) year from the termination date and will be liable for any additional costs incurred by the City as a result of the termination.

**28. ENTIRE AGREEMENT.** This Agreement, including its attachments and associated documents, constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes in their entirety all written or oral agreements previously existing between the Parties with respect to such subject matter. No supplement, modification, addendum, or amendment of this Agreement shall be binding unless executed in writing by both Parties. In the event of any conflict between any terms of this Agreement and any terms of any attachment, the terms of this Agreement shall supersede, govern, and control to the extent of the inconsistency.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

**CITY OF TALLAHASSEE**

By:   
Reese Goad, City Manager

Approved by the Department

By:   
Jeff Shepard, Fleet Management Director

Attest:

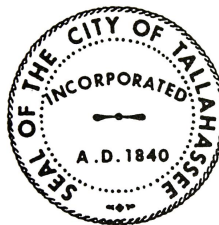
By:   
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By:   
Cassandra K. Jackson, City Attorney

**BECK AUTO SALES, INC.**

By:   
Print Name: Preston B Sloan  
Title: President





## **Legal Routing Memo**

Date: 1/6/2022

To: City Attorney's Office

From: Administration & Professional

Subject: Legal Review of

☒ CONTRACT NO. 5180

☐ AMENDMENT NO.

☐ MEMORANDUM OF UNDERSTANDING OR AGREEMENT

☐ OTHER

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This document relates to Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks.

Document has been reviewed and considered ready for execution by either or both:

Procurement Signature:

Department Signature: *Kathy Crum, Contract Manager – Fleet Management*

### **TO BE COMPLETED BY LEGAL**

Legal review completed on: 1/6/2022

Legal review performed by: Kellie Scott

Approved for execution: ☒ yes ☐ no

**ADOPT RESOLUTION 2024-R-240 authorizing a FY 2024-25 budget transfer to accommodate the donation to the Animal Rescue Konsortium (ARK) for a mobile animal clinic in the amount of \$10,000 utilizing ARPA funding**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

Dianne Kelley and Ginny Oakwood, representatives of Animal Rescue Konsortium have requested a donation for support to acquire a surgical trailer for a mobile spay and neuter clinic.

### **BACKGROUND**

On April 11, 2024 and June 13, 2024 Ms. Kelley of the Animal Rescue Konsortium appeared before the City Commission (Minutes of the meeting are attached) to request a commitment for funding pending a grant award from the State. The organization did not receive the grant this year. However, the ARK has received funding from other local municipalities and private donors.

### **PROJECT ANALYSIS**

The City Commission has expressed interest in using funds from the American Rescue Plan for this request via a budget transfer from Public Health GL 300-61-559-8-5130

### **Staff Recommendation**

Adopt Resolution.

### **ATTACHMENTS**

|    |                                                                                                                               |
|----|-------------------------------------------------------------------------------------------------------------------------------|
| 1. | 2024-R-240 authorizing budget transfer to ARK Initiative                                                                      |
| 2. | 2024-R-123 AUTHORIZING A DONATION TO ANIMAL RESCUE KONSORTIUM;<br>AUTHORIZING A FY 2023-24 BUDGET TRANSFER; PROVIDING FOR ARK |
| 3. | 2024.04.11                                                                                                                    |
| 4. | 2024.06.13 Minutes                                                                                                            |
| 5. | 1987_001_Redacted                                                                                                             |

**RESOLUTION NO. 2024-R-240**

**A RESOLUTION OF THE CITY OF PALATKA  
AUTHORIZING A DONATION TO ANIMAL RESCUE  
KONSORTIUM; AUTHORIZING A FY 2024-25 BUDGET  
TRANSFER; PROVIDING FOR SCRIVENER’S ERRORS;  
AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Palatka recognizes the importance of animal welfare and the contributions made by local non-profit organizations in promoting the health and safety of animals within the community; and

**WHEREAS**, Animal Rescue Konsortium (ARK), a non-profit organization, has requested financial support from the City of Palatka to acquire a fully equipped surgical trailer to continue its mission of low cost animal spay and neuter services; and

**WHEREAS**, Animal Rescue Konsortium (ARK), has secured required funding from neighboring municipalities and private donors; and

**WHEREAS**, the City Commission authorized the donation of \$10,000 to the ARK by Resolution 2024-R-123 in the FY 2023-24; and

**WHEREAS**, at the time the fiscal year ended, the ARK had not fully met the criteria within Resolution 2024-R-123 to receive funding; and

**WHEREAS**, the ARK has now fully met the criteria to receive funding.

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

Section 1. The City of Palatka hereby authorizes a donation to the Animal Rescue Konsortium (ARK) be made in FY 2024-25 in accord with the terms outlined in Resolution 2024-R-123.

Section 2. The City Commission further authorizes the following budget transfer:

| GL Line           | Description   | Last Approved | Recommended Amendments | As Amended |
|-------------------|---------------|---------------|------------------------|------------|
| 300-61-559-8-1200 | Public Health | \$50,000      | (\$10,000)             | \$40,000   |

| GL Line           | Description                      | Last Approved | Recommended Amendments | As Amended |
|-------------------|----------------------------------|---------------|------------------------|------------|
| 300-61-559-8-5130 | Public Health-<br>ARK Initiative | \$0           | \$10,000               | \$10,000   |

Section 3. This resolution shall take effect immediately upon its adoption.

Section 4. 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 14<sup>h</sup> day of November, 2024.

**CITY OF PALATKA**

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

**ATTEST:**

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**CITY CLERK**

**APPROVED AS TO FORM AND LEGALITY:**

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**CITY ATTORNEY**

**RESOLUTION NO. 2024-R-123**

**A RESOLUTION OF THE CITY OF PALATKA  
AUTHORIZING A DONATION TO ANIMAL RESCUE  
KONSORTIUM; AUTHORIZING A FY 2023-34 BUDGET  
TRANSFER; PROVIDING FOR QUARTERLY REPORTS  
AND OTHER CONDITIONS; PROVIDING FOR  
SCRIVENER’S ERRORS; AND PROVIDING FOR AN  
EFFECTIVE DATE**

**WHEREAS**, the City of Palatka recognizes the importance of animal welfare and the contributions made by local non-profit organizations in promoting the health and safety of animals within the community; and

**WHEREAS**, Animal Rescue Konsortium (ARK), a non-profit organization, has requested financial support from the City of Palatka to acquire a fully equipped surgical trailer to continue its mission of low cost animal spay and neuter services; and

**WHEREAS**, the City Commission discussed the request and acknowledged the vital services provided by ARK.

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

Section 1. The City of Palatka hereby authorizes a donation to the Animal Rescue Konsortium (ARK) in the amount of \$10,000.

Section 2. The City Commission further authorizes the following budget transfer:

| GL Line           | Description                  | Last<br>Approved | Recommended<br>Amendments | As Amended |
|-------------------|------------------------------|------------------|---------------------------|------------|
| 300-61-559-8-1200 | Other Public Health Services | \$50,000         | -\$10,000                 | \$40,000   |

| GL Line           | Description                    | Last<br>Approved | Recommended<br>Amendments | As Amended |
|-------------------|--------------------------------|------------------|---------------------------|------------|
| 300-61-559-8-1600 | Public Health – ARK Initiative | \$0              | \$10,000                  | \$10,000   |

Section 3. The ARK shall provide quarterly reports regarding the locations where mobile services are rendered.

Section 4. ARK presented to the City Commission on June 13, 2024 that the Putnam County Board of County Commissioners and the municipalities of Putnam County have committed to funding the mobile services initiative of ARK. The City of Palatka desires to be the last municipality of Putnam County to fund the mobile clinic.

Section 5. This resolution shall take effect immediately upon its adoption.

Section 6. 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 13<sup>th</sup> day of June, 2024.

**CITY OF PALATKA**

BY:   
Its **MAYOR**

**ATTEST:**

  
**CITY CLERK**

**APPROVED AS TO FORM AND LEGALITY:**

  
**CITY ATTORNEY**

ROBERTA M. CORREA  
MAYOR - COMMISSIONER

TAMMIE McCASKILL  
COMMISSIONER

JUSTIN R. CAMPBELL  
COMMISSIONER

WILL JONES  
COMMISSIONER

RUFUS J. BOROM  
COMMISSIONER



TROY BELL  
CITY MANAGER

JANE WEST, ESQ.  
CITY ATTORNEY

SUNNI L. KRANTZ, CMC  
CITY CLERK

MARCIA G. CARTY, CPA  
FINANCE DIRECTOR

JASON L. SHAW, SR  
CHIEF, POLICE DEPT.

CHRIS TAYLOR  
CHIEF, FIRE DEPT

**MINUTES  
CITY OF PALATKA  
April 11, 2024**

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

**1. CALL TO ORDER**

- a. Invocation

led by Chaplain Mulberry.

- b. Pledge of Allegiance led by Commissioner McCaskill

A moment of silence was conducted in memory of Annie Mae Spell.

- c. Roll Call

Present:

Commissioner Rufus Borom

Commissioner Justin Campbell

Commissioner Tammie McCaskill

Mayor Roberta Correa

Absent:

Commissioner Will Jones

Also Present: Troy Bell, City Manager; Jane West, City Attorney; Sunni Krantz, City Clerk; Marcia Carty, Finance Director; Virginia Jones, HR Generalist; Del McMillen, Public Works Director; Peter Willott, Public Information Officer; Eddie Cutwright, Community Affairs Director; Chris Taylor, Fire Chief; Jason Shaw, Police Chief; Yul McNair, Airport Manager; Sam Carr, Ken Mahaffey, Rob Mattson, Sarah Cavacini, Palatka, Daily News; Jim Troiano, John Alexander, Jeremy Alexander, Holly Bliss, Kevin Sharbaugh, Cindy Martin; Charlie Douglas;

**2. APPROVAL OF MINUTES**

- a. March 27, 2024 Workshop

- b. March 28, 2024 Regular Meeting

**Motion to approve 2 A and B by Commissioner Campbell. Seconded by Commissioner McCaskill. Motion unanimously.**

**3. PUBLIC RECOGNITION/PRESENTATIONS**

- a. PROCLAMATION - St. Johns River Bartram Frolic Week commemorating the 250<sup>th</sup> anniversary of William Bartram's visit to Palatka, April 24 - 28, 2024 - requester Bartram Trail Society



**Motion to approve by Commissioner McCaskill. Seconded by Commissioner Borom. Motion unanimously.**

The proclamation was accepted by Sam Carr, Ken Mahaffey, Rob Mattson and members of the Bartram Trail Society.

4. CITY MANAGER AND ADMINISTRATIVE REPORTS Mrs. Jones advised we will advertise Summer Internships April 15 - May 3rd on the City's social media and website. We anticipate interviews during the week of May 20th and the internship program will be 7 weeks between June 10th - July 20th. Mr. Bell advised the City's Youth Ambassador program will also be advertised before the end of the year.  
Commissioner Campbell recommended making contact with the School and setting up organizations to go to the schools to answer questions during the lunch hour.

- a. UPDATE - Jenkins Community Center

Mr. McMillen advised we are awaiting an update from the Department of State on the status of the grant. We are awaiting the air conditioning equipment in the month of May.

- b. UPDATE - Hank Bryan Park

Mr. McMillen presented handouts showing the general layout of the restroom to be constructed at the park. The timeline is for for November.

5. PUBLIC COMMENTS

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

The floor was opened to general public comment

Allegra Kitchens 1027 S 12th St., Palatka, FL 32177 - said the City of Palatka is lucky to have Jane West as City Attorney

Taverence Clark 601 N 16th Street Palatka FL 321 77 - advised the City violated 781.66 and he lost his business. He advised he is going to prison for the City's transfer of his business. He spoke regarding being trespassed from City Hall twice. He asked to be on the agenda.

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

- b. **Commission and Staff Response**

Mayor Correa responded to Mr. Clark that his item is not an emergency item. Ms. West advised the matter has been concluded and fully analyzed and determined the City did not do anything improper.

6. CONSENT AGENDA

- a. ADOPT RESOLUTION 2024-R-71 authorizing the execution of State Revolving Fund Amendment 3 to Loan Agreement DW540220 (Drinking Water Lines Distribution Citywide) extending the deadline to June 15, 2026.
  - b. ADOPT RESOLUTION 2024-R-72 authorizing execution of Amendment 5 to the Florida Department of Environmental Protection Agreement LPR0004 (Wastewater Treatment Plant Upgrades) project extending the deadline to March 31, 2025.

- c. ADOPT RESOLUTION 2024-R-73 authorizing the execution of Amendment 1 to The Florida Department of Commerce Grant D0207 expansion of Lift Station 16 project to extending the deadline to February 21, 2025.
- d. APPOINT Alex Romero to the Firefighters Pension Board for a 4-year term
- e. ADOPT RESOLUTION 2024-R-74 authorizing a Cooperative Purchasing Agreement with Fortiline Waterworks for pipe fittings and accessories.
- f. ADOPT RESOLUTION 2024-R-75 granting a Special Event Permit to the Ancient City Entertainment for the 2024 Blue Crab Festival May 24-26, 2024
- g. ADOPT RESOLUTION 2024-R-82 granting a Special events permit to Rudder Club of Jacksonville for the 70th Annual Mug Race on May 3rd & 4th, 2024
- h. ADOPT RESOLUTION 2024-R-83 granting a special events permit to Branteria Cooper for the Block Party on May 4th, 2024
- i. ADOPT RESOLUTION 2024-R-77 authorizing the execution of the Local Agency Program Agreement for the 2024 Memorial Bridge Pedestrian Pier Replacement and Rehabilitation.

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF A LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE 2024 MEMORIAL BRIDGE PEDESTRAIN PIER REPLACEMENT AND REHABILITATION; AND PROVIDING FOR SCRIVENER'S ERRORS

Mr. McMillen advised this is to approve the execution of the agreement that would make the City a representative of FDOT to manage and accept funds for the reconstruction/renovation of the pedestrian pier under Memorial Bridge.

**Motion to approve by Commissioner McCaskill. Seconded by Commissioner Campbell. Motion unanimously.**

- j. ADOPT RESOLUTION 2024-R-78 authorizing Change Order No 8 with SGS Contracting Services, Inc. for the Platt Drew WWTP Biosolids Improvements project in the additive amount of \$14,708.66, reflecting the addition of previously bid scope for a total project cost of \$4,729,194.39, (100% grant funded)
- k. ADOPT RESOLUTION 2024-R-79 Code Enforcement Lien Reduction - 720 St. Johns Avenue. Owner: McMahon. Lien reduction to \$10,000

A RESOLUTION OF THE CITY OF PALATKA, GRANTING A REDUCTION OF THE CODE ENFORCEMENT DAILY AND ACCUMULATED FINES/FEES AND LIENS ASSESSED FOR CODE ENFORCEMENT COMPLAINT CASE NUMBER 17-41 ON 720 ST. JOHNS AVENUE, PALATKA, FLORIDA; PROVIDING AN EFFECTIVE DATE; AUTHORIZING A RELEASE OF THE LIEN UPON PAYMENT; AND PROVIDING FOR SCRIVENER'S ERRORS

Mr. Cutwright advised the applicant has requested a code enforcement lien reduction. The applicant requested a lien reduction in 2023 and did not meet time timeframe requested by the Commission. The City Attorney and Mr. Cutwright recommended the original reduction to \$10,000.

**Motion to approve by Commissioner Borom. Seconded by Commissioner Campbell. Motion unanimously.**

- I. ADOPT RESOLUTION 2024-R-81 request for a Code Enforcement Lien reduction of the liens at 404 S. 13th Street, owned by Gomes Properties Corporation to the amount of \$2,500.

Mr. Cutwright advised Mr. Gomes bought the property 5 months ago under the impression there were no liens. When he was aware of the liens he brought the home into compliance. Mr. Cutwright pointed to the pictures showing the drastic rehabilitation of the home. Commissioner Campbell advised stories such as this, need to be highlighted as a success story of the Blight to Bright program.

**Motion to approve by Commissioner McCaskill. Seconded by Commissioner Borom. Motion unanimously.**

- m. ADOPT RESOLUTION 2024-R-70 authorizing approval for a one-time 4% cost of living adjustment for the General Retirement Plan Retirees FY 2024-25

Commissioner Borom asked for discussion on items I, K, and L

**Motion to approve the consent agenda except for items I, K, and L by Commissioner Campbell. Seconded by Commissioner McCaskill. Motion unanimously.**

## 7. REGULAR BUSINESS

- a. DISCUSSION/DIRECTION - Request from Animal Rescue Konsortium for a funding commitment for low cost spay/neuter capability

Diane Kelley 123 Lakeside Ln., Crescent City FL 32112 - Ms. Kelley addressed the City Commission. She advised the community desperately needs low-cost spay and neuter capabilities. She advised Ginny Oakwood is the president of ARK. They are trying to set up the capability in Crescent City. However, they will have a full equipped surgical trailer that can be moved to different parts of the County. ARK provides some low-cost vaccinations and other health services, presently. They are seeking a \$171,000 State grant. The building upgrade is \$20,000 and the trailer is \$151,000. They have \$25,000 committed by Putnam County, and \$5,000 from Pomona Park. She indicated Welaka is looking to see what they can afford, and they will meet with Interlachen in the next couple of months closer to the new fiscal year. Crescent City told them to come back to them after they had heard from other municipalities. Ms. Kelley indicated the ARK is looking at asking for a commitment from Palatka of \$13,000. In return for their commitment, Putnam County has asked for a commitment to stop a few times in rural Putnam County. She advised that their cost for spay/neuter services will probably be between \$60-\$80 per dog and \$30-\$40 per cat. The County also in return for their commitment asked the organization to handle 30 animals per quarter at a copay rate of \$35 - \$45.

Commission discussion commenced, Commissioner McCaskill suggested waiting to see what the other municipalities commit. Mayor Correa recommended speaking with the Finance Director. Commissioner Campbell recommended giving Ms. Kelley a commitment that we are in. Its a matter of how much.

**Motion for the City to offer a letter of support to ARK with the intent of providing funding later once and amount is determined pending other commitments and the grant by Commissioner Campbell. Seconded by Commissioner Borom. Motion passed unanimously.**

- b. DISCUSSION/DIRECTION - Land Swap - the St. Johns River Environmental Center at 102 N. 1st Street for 100 and 102 Reid Street - Requestor: Blue Crab Development Group North, LLC

Charlie Douglas 117 S 2nd St., Palatka, FL 32177 - presented the item. He advised he has met with numerous stakeholders in getting here. Redevelopment of the historic 100 block began as well as the construction of the St. Johns River Environmental Center around the same time. His office in the 100 block faces the "River Center" everyday. He feels the River Center is underutilized.

They have prepared a contract with a 4-month due diligence period. The purchase price would be determined by a neutral 3rd party. The land swap follows the legal and established precedent of joining neighboring properties. He advised he had an extended conversation with the other interested property from the last meeting and as a result of earnest dialogue, they no longer stand in opposition to their proposal.

The floor was opened to public comment.

Allegra Kitchens 1027 S 12th St., Palatka, FL 32177 - spoke in support of the land swap. She advised benefits of the land swap include there would be more tax revenue coming in, Blue Crab Development Group would add to their property, and City Hall would add to its property, and the City would get \$821,115 and land by this transaction.

George Deloach 7300 Crill Ave #11, Palatka, FL 32177 - spoke in support as he is apart of the radio station.

Dr. Richard Feibelman - 110 Lakeshore Terr., Interlachen, FL 32148- spoke in support as he owns Velchoff's Corner

Jenny Simons 244 Port Comfort Drive, East Palatka, FL 32131 - read a letter from Dr. Brian Bordeaux, who was a student in Putnam County and a native of Palatka. He is a marketing professor at Auburn University and holds a Ph.D. He owns the River Street Group (consulting company).

Audrey Wise - 1610 Edgemore St., Palatka, FL 32177 - spoke in support of whatever would enhance the City. She had questions concerning the particulars of the land swap.

Cindy Curtis - 325 Round Lake Rd., Palatka, FL 32177 - spoke in support.

Josh Wolsey 203 Ft. Wade Rd., Ponte Vedra, FL - they are not currently supporting the item, the group he is representing and Mr. Douglas' group have a meeting planned on Tuesday. It is very likely that they will be able to support this at the next meeting. At this meeting, they chose to not make public comment. They haven't had the time for lengthy discussions as there is a lot involved and questions on the side he is involved with.

Discussion commenced with Staff. Mr. Bell advised there would be a due diligence period that would allow us to look at the properties. Ms. West advised there is an attorney general opinion that land swaps do not require a bid solicitation.

Commission discussion commenced. Commissioner McCaskill spoke in favor of moving forward if there are no legal issues. Commissioner Borom expressed desire to look at the package on both ends and in a concrete contract.

**Motion by Commissioner Campbell to move forward with the land swap with the four month due diligence period with the ability to extend the period should the City see fit. Second by Commissioner McCaskill. Motion passed unanimously.**

c. DISCUSSION/DIRECTION FY2023-24 Resurfacing Program - Probable costs and segment section  
Monique Heathcock from CHW provided a presentation (see handout).

The Commission is being presented with a table of options and probable costs and being asked to make a selection(s) for resurfacing and to authorize a workorder proposal not to exceed \$100,000 with CHW for design and CEI of the selected sections.

Mr. Griffith spoke regarding coming up with the \$425,000 total and asked which sections of the spreadsheet the Commission would like an explanation on.

Commission discussion commenced. Commissioner Campbell asked to focus on areas that are extremely horrible

and neglected. Mr. McMillen recommended the zone 3 area which contains the worst scoring areas in the City and need full reconstruction. Oak Street from 17th to 15th Streets is an area of poor drainage. We have funding in utilities to address sanitary sewers in that area.

Mr. Bell advised that a second choice is Bronson Street, in zone 1 with a rating of 5. The projected cost is \$425,000. It would not involve sanitary sewer, potable, or stormwater. There's potential grant funding in the RAISE area and FDEP for potable.

Commissioners Campbell, McCaskill and Mayor Correa spoke in favor of the Oak Street area.

**Motion to approve staff recommendation of Oak Street by Commissioner Campbell. Seconded by Commissioner McCaskill. Motion unanimously.**

Commissioner Campbell asked about an area he described as if one is on 19th Street heading south (cross over St John's Ave.) there's a brick road that is completely horrible road with a tree root in the middle of the road. Mr. McMillen advised the homeowner removed the tree and we are prepared to condition the segment where the root is.

The Clerk read Resolution 2024-R-84-1 A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A WORKORDER WITH CHW FOR ROADWAY DESIGN AND CEI SERVICES FOR AN AMOUNT NOT TO EXCEED \$100,000.00 BASED ON COMMISSION ROAD SEGMENT SELECTIONS; AND PROVIDING FOR SCRIVENER'S ERRORS

**Motion to approve Resolution 2024-R-84-1 by Commissioner Campbell. Seconded by Commissioner McCaskill. Motion Passed unanimously.**

- d. ADOPT RESOLUTION 2024-R-84 authorizing the Mayor and the City Clerk to execute and attest all documents necessary for the sale of 512 Emmett St., Palatka to Gary and Hollis Bliss (Offer Received prior to listing agreement being executed) in the amount of \$35,000

Mr. Griffith advised the City Commission previously authorized a listing agreement. Mr. Griffith advised the land has been listed for 3 days. Prior to listing, a party (Gary and Hollis Bliss) made an offer on the property. As is customary in the industry, Staff excluded that party from the agreement. Mr. and Mrs. Bliss made an offer for \$30,000. They subsequently agreed to a 'reverter clause' which would require them to build a single-family residence and if not, the City has the option to buy back the property. They requested 5 years as a timeframe to build a single-family residence. We have received another offer for \$36,000 and the submitter of that offer has included an escalation addendum and agreed to go up in increments of \$500 up to \$40,000. The second offer stated they would begin construction of the home in 1 year and agreed to a 1 year reverter. The difference in price is not much, but in the second offer we would pay the broker's commission of \$2,160. The higher offer would net the City less. Ms. West advised the second contract is not a viable offer as the contract listed Daniel Gornto as the Seller. Mr. Griffith and Mayor Correa advised that is a scrivener's error as it was a copy/paste exercise from the Property Appraiser's records.

Commissioner Campbell expressed concern of the difference of opinion amongst Staff. Commissioner Borom asked if we could continue to advertise to allow others to apply. Ms. West advised the Bliss contract has a deadline of April 12th.

She advised should the Commission accept the scrivener's error, the deadline on the second offer is a little longer. Mayor Correa expressed concern regarding the second offer as a realtor. Commissioner Campbell expressed need of transparency.

The floor was opened to public comment

Holliss Bliss 134 Cedar Creek Rd., Palatka, FL 32177 - advised she is not interested in a bidding war but she appreciates the consideration.

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

Ms. West recommended having a reverter clause

**Motion to set for a date certain of April 30 all dates must be in prior to the first meeting reverting the reverter clause to 3 years and no escalation by Commissioner Campbell. Seconded by Commissioner McCaskill. Motion unanimously.**

8. COMMISSIONER COMMENTS

Commissioner Campbell thanked everyone apart of the St. Johns Avenue repavement project. Commissioner Borom thanked Mr. Bell (Bell's father for donating \$700) to take youth to the Magic v Clippers Basketball game. He also thanked the organizer, Passero & Associates and the chaperones. He asked for status on Boathouse Marina contract. The Commission thanked Staff

9. ADJOURN

Motion to adjourn by Commissioner Campbell at 8:02 PM

We hereby affirm the foregoing is a true summary of the meeting taking place on the aforementioned date.

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 IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERKS 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**  
CITY MANAGER

**JANE WEST, ESQ.**  
CITY ATTORNEY

**SUNNI L. KRANTZ, CMC**  
CITY CLERK

**MARCIA G. CARTY, CPA**  
FINANCE DIRECTOR

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

**CHRIS TAYLOR**  
CHIEF, FIRE DEPT

**MINUTES**  
**CITY OF PALATKA**  
**June 13, 2024**

The minutes of the proceedings of the regular meeting of the Palatka City Commission held on Thursday, June 13, 2024 at 6:00 PM at City Hall, 201 N. 2nd St., Palatka, FL 32177.

**1. CALL TO ORDER** Call to Order at 6:00 PM

**a. Invocation**

The invocation was led by Chaplain Mulberry

**b. Pledge of Allegiance** led by Commissioner McCaskill

The Pledge of Allegiance was led by Commissioner McCaskill.

**c. Roll Call**

**Present:**

**Absent:**

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; Joe Verrecchio, Public Works Operations Manager; Peter Willott, Public Information Officer; Eddie Cutwright, Community Affairs Director; Chris Taylor, Fire Chief; Jason Shaw, Police Chief; Matt Newcomb, Assistant Police Chief; Yul McNair, Airport Manager; Terrill Hill, former Mayor; Allegra Kitchens, former City Commissioner; Reagan Blackmer; Riley Blackmer; Kyun Sessions; Robert Wise; Tara Howell with JB Pro; Alonzo Mulberry, City Chaplain (via telecommunications technology)

**2. APPROVAL OF MINUTES**

**a. May 23, 2024**

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

**3. PUBLIC RECOGNITION/PRESENTATIONS**

**a. PRESENTATION - Sons of American Revolution Firefighter of the Year Award**

Paul Sapp with the St. Augustine Chapter of the Sons of the American Revolution (SAR) presented Lauren Futch with the SAR Fire Safety Accommodation Medal. Firefighter Futch was nominated by Chief Taylor for her 2 years

of service and unwavering dedication to her profession.

- b. PROCLAMATION - Pride Proclamation - June 2024 - Requestor Abdulrhman Abed Aldick

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

Mr. Aldick accepted the Proclamation along with others from the community.

- c. PROCLAMATION - Juneteenth - June 19, 2024

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

The Proclamation was accepted by Mr. Cutwright on behalf of Ruth Benjamin.

- d. PRESENTATION City of Palatka Youth Ambassadors

- i "Mock" Meeting

Kyun Session 200 Dogwood Ln., Palatka, FL 32177 served as a mentor to the Palatka Youth Ambassadors and presented the Mock Meeting performed by the 2023-24 Youth Ambassadors. Mr. Session advised the Commission that the students are required to participate in a "mock meeting" in order to complete the program. Due to scheduling conflicts, the meeting was recorded and presented at the meeting.

- ii Certificates of Completion: Reagan Blackmer, Riley Blackmer, Uma Tai, and Rei Jambaldorj  
Certificate of Appreciation: Kyun Session

Commissioner Campbell and Clerk Krantz presented the certificates of completion to the Youth Ambassadors and a certificate of appreciation to Mr. Session. Ms. Krantz and Mr. Session spoke regarding the efforts of the youth this year, including a book drive and learning about the functions of the City departments.

- e. IN THE SPOTLIGHT - Employee of the Month

Mrs. Jones presented the Employee of the Month award to Officer Matthew Dickerson. Chief Shaw advised Lt. Cassidy nominated Ofc. Dickerson for his motivation and positive attitude. He was involved in a recent incident where he administered Narcan and saved an overdose patient's life.

#### 4. CITY MANAGER AND ADMINISTRATIVE REPORTS

Mr. Bell advised the due diligence deadline concerning a potential land swap (the St. Johns River Center for property adjacent to City Hall) with Riverfront Development Group will be August 15. The Clerk has requested dates from the Commission to schedule a workshop. Staff has been collecting data and information for the appraisals. Mr. Bell advised the attorney Mark Lawson tasked with developing the number for the Fire Assessment, he has indicated July 11th will be the hearing for the Fire Assessment.

- a. PRESENTATION - Personnel Policy Updates Section 8 Benefits

Mrs. Jones presented the proposed policy. This is being brought back for the Commission's edits. The last time the policy was before the Commission was in October 2023. If there are no edits, it will be brought back for adoption at the next meeting.

#### 5. PUBLIC COMMENTS

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

The floor was opened to public comment.

Tyrone Bennett, Heart & Soul Eatery, 308 St. Johns Ave., Palatka, FL 32177 - spoke regarding the hard work of the City's Community Affairs Department on events. He asked that when external organizations come to put on

MINUTES  
Palatka City Commission  
June 13, 2024



events in Palatka, that they have greater communication with local businesses.

Allegra Kitchens 1027 S 12th St., and Mary Lawson Brown 107 S 9th St., Palatka, FL 32177 - have decided to try to get a walking trail to promote the history and tourism of Palatka. Ms. Brown spoke regarding an upcoming Arts & Crafts Festival. On June 22nd at 1:00 PM there will be an unveiling of the kiosk dedicated to the Mary Lawson Brown hospital.

Sam Deputy 917 Carr St/ 623 St. Johns Ave., Palatka, FL 32177 - spoke regarding the lack of notification from the organizers of the Blue Crab Festival that the 700 block would be closed beginning on Thursday evening before the festival and the City closed the road. He also advised some businesses put their items on the street beginning on Wednesday. The City's policy states the businesses are to be notified by the event organizer 15 days before the event. He asked the policy be revisited and asked everyone be held accountable.

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

**b. Commission and Staff Response**

Mr. Bell advised Staff is working on an after-action report to address some of the commentary regarding the Blue Crab Festival.

6. CONSENT AGENDA Mr. Bell advised Staff is asking to pull item 6 C and to bring it back at a later date. Mayor Correa asked to pull item 6 E.

**Motion to accept excluding C and E by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.**

- a. ADOPT RESOLUTION 2024-R-124 granting a special event permit to the Community Affairs Department for the Juneteenth Movie Day to be held on June 22, 2024
- b. ADOPT RESOLUTION 2024-R-128 granting a special event permit to the Community Affairs Department for the 4th of July Fireworks event to be held on July 4, 2024 (contingency date July 5, 2024)
- c. ADOPT RESOLUTION 2024-R-125 granting a special event permit to the Community Affairs Department for the Tacos and Tequila Riverfront Social to be held on June 14, 2024

Commissioner Campbell advised Staff to be conscious of the way that we brand or label events. He asked to consider not putting liquor in the name of an event as that might discourage some folks from attending. Commissioner McCaskill agreed. Staff will bring the item back at a later time. No motion made.

- d. ADOPT RESOLUTION 2024-R-126 awarding Zabatt Power Systems for generators for the Airport quotes under a piggyback agreement with the Sourcewell Contract for a total not to exceed amount of \$166,915.43 (100% FDOT funded through contract FM445880-2)
- e. ADOPT RESOLUTION 2024-R-129 granting a special event permit to Big Homie Inc. for Family, Friendly, Funday on July 13, 20, 27, and August 3, 2024

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO BIG HOMIES INC. FOR FAMILY, FRIENDLY, FUNDAY; SETTING FORTH THE PROVISIONS OF THE PERMIT; AND GRANTING PERMISSION FOR ROAD CLOSURES; AND PROVIDING FOR SCRIVENER'S ERRORS

MINUTES  
Palatka City Commission  
June 13, 2024

The floor was opened to public comment:

Allegra Kitchens 1027 S 12th St., Palatka, FL 32177 - spoke regarding the concerns that the application was not applied for greater than 60 days before the event and that Commissioner Jones has a familial relationship with the applicant.

Mr. Cutwright responded that the conversation with the applicant began in March. Ms. West advised the code requires a 10-day advance application.

**Motion to approve by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed 4 - 0 with Commissioner Jones' recusal.**

## 7. REGULAR BUSINESS

- a. DISCUSSION/DIRECTION - RESOLUTION 2024-R-123 authorizing a donation to ARK for mobile animal clinic and authorizing a FY 2023-24 budget transfer to accommodate same

Ms. Diane Kelley asked the Commission to lock in a funding amount for the Animal Rescue Konsortium's mobile animal clinic. She asked Palatka to donate \$7,000. A private donor has contributed \$50,000. The Board of County Commissioners committed \$25,000; Pomona Park committed \$5,000, a budget meeting with Interlachen will occur on Monday, and Welaka is finalizing work.

Commission discussion commenced. Commissioner Borom advised this the County Seat with more people and animals than the other municipalities. Commissioner McCaskill spoke in support of donating 10,000.

Mr. Bell recommended the commitment be contingent upon them establishing the mobile clinic and that the second request would be some data on the number of spays and neuters done in the City as apart of the demographics. Mr. Bell advised it could go towards the vehicle. Ms. Kelley suggested the donation be in three increments.

**Motion to commit \$10,000 to the ARK rescue contingent upon the City being last with quarterly check-ins along with the mobile vehicle condition by Commissioner McCaskill. Seconded by Commissioner Campbell. The Motion Passed unanimously.**

The direction of the Commission was to find the funding. Commissioner Jones asked if it would come from General Fund, and Ms. Carty advised it would. Later, discussion commenced regarding using funding from the American Rescue Plan. Ms. Carty presented the current ARPA allocations.

Mr. Bell advised the Commission could use public health or homeless assistance to pay for the item for the mobile spay and neuter clinic.

**Motion by Commissioner Jones to take \$10,000 for the cause of the animals from the Public Health line item of the ARPA fund. Second by Borom. The Motion Passed unanimously.**

Discussion continued regarding ARPA;

Commissioner Borom spoke of the \$2.5 million we will be disbursing for public housing and asked for feedback. Mr. Bell advised we can come back to the Commission on direction for the unallocated ARPA funding. Commissioner Borom asked for reports every 2 weeks to a month regarding these matters. Mr. Griffith advised the Commission did award the affordable housing program to St. Johns Housing. When the program draft comes back to the Commission, we will open an application cycle.

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Commissioner Jones advised he was approached by the Police Athletic League (PAL) Director that PAL can use COVID education funds. Chief Shaw advised Lalita Thomas plans to bring a need/request for funding for PAL. Mayor Correa spoke regarding putting it on the July agenda. Ms. Carty advised, for all funding requests from ARPA, Staff needs to ensure the funds can be spent in accord with ARPA guidelines.

b. PRESENTATION/ACCEPTANCE - Audit Report Fiscal Year 2023-24

Mr. Roderick Harvey presented the Audit of FY 2023-24. There are no findings for the current year. They did follow up with past findings. Findings 2021-001 and 2021-002 have been cleared. Commissioner McCaskill and Mayor Correa expressed gratitude to Ms. Carty's team and HCT for their efforts on the audit. Commissioner Borom advised this is the cleanest audit that he believes the City has had. He would like to see more of a scope of work from the past 24 months from January 2024 due to the movement in our structure, specifically the Airport's utilization of grants. Mr. Harvey advised that would be a specialty engagement with his firm to perform an audit for certain elements, accounts, or departments.

**Motion to accept the audit by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.**

8. PUBLIC HEARINGS

a. ADOPT ORDINANCE 2024-05 creating a 4% one-time cost of living adjustment for all members of the General Employees Pension Plan effective October 1, 2024 (second reading/enactment hearing)

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, REVISING CHAPTER 2, DIVISION 4 OF THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA, ENTITLED GENERAL EMPLOYEES RETIREMENT PLAN; AMENDING SECTION 2-171 – PENSION ADJUSTMENTS; CREATING A 4% ONE TIME COST OF LIVING ADJUSTMENT FOR ALL RETIREES EFFECTIVE OCTOBER 1, 2024; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVENER'S ERRORS.

Ms. Carty advised the members of the General Employees' retirement plan have not had a retirement increase in 20 years, while the cost of living has grown in that time. With this adjustment, the City will not be spending more than what we are currently spending.

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 Borom. The Motion Passed unanimously.**

b. ORDINANCE 2024-06 providing urban homesteading standards for the raising/keeping of Domestic Fowl in residential zoning areas and prohibiting roosters (1st 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 FOR CONFLICTS, SEVERABILITY, REPEAL, SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Ms. West advised the Ordinance will prohibit crowing fowl, will allow for 10 domestic fowl, while allowing for residents to engage in self-sustaining food production (eggs). Within the City limits of Palatka, according to the US Census, 19% of households are without vehicles and are greater than a mile from a grocery store. Ms. West advised the Ordinance was a request from Commissioner Borom. Commissioner Borom advised at a Town Hall meeting, a resident had a concern about roosters. Ms. West advised the Ordinance would apply to the peacocks in the northside. Throughout the country the ordinances vary from 2 to 20 chickens. If someone violates the code, they would be subject to code enforcement.

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Commission discussion commenced. Commissioner Jones spoke regarding concern of chickens in the road, even now while chickens are not allowed. Ms. West advised the Ordinance would provide guidelines and standards and require chickens be kept in a coop and within a defined perimeter. Mayor Correa spoke in support. Commissioner Campbell asked for public education on the ordinance once adopted. Commissioner Jones recommended the number of chickens be 5. He spoke of concern of the City not having any place to put the chickens. Ms. West advised the homeowner would be noticed of a violation and the City would not do anything with the chickens. Commissioner McCaskill recommended the number of chickens be 3, further commission negotiation occurred regarding the number of chickens.

The floor was opened to public hearing. Upon hearing nothing further, the floor was closed to public hearing.

**Motion to approve the Ordinance with 4 chickens by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.**

- c. ORDINANCE 2023-48 amending provisions of a Planned Unit Development known as Crystal Cove RV Resort, Phase 1, located at 121 Crystal Cove Rd.

ORDINANCE NO. 2023-48 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 REMOVE THE REQUIREMENT FOR A SWIMMING POOL, SPA OR LIKE FACILITIES, ALLOW UP TO 30% OF THE BUILT SITES TO BE USED AS PARK MODEL RECREATIONAL VEHICLES, 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

This is the first of two public hearings. Mr. Aghemo advised this is a request to amend an existing Planned Unit Development (PUD). The application was last considered in December 2023. The property was originally zoned R-3 when annexed in 2008 and was subdivided to include 20 family lots. In 2017, the City approved a PUD for recreational open-space by Ordinance. That ordinance called for 40 RV spaces and 31 trailer parking spaces. Subsequently, new ownership and a new application was filed to amend the PUD to 1) allow park models up to 30% of the build site, 2) amend the requirement for a swimming pool, and 3) extend the length of stay from 15 days to 180 days. Due to concerns of the neighbors, the applicant requested a continuance at the December Commission meeting to allow them to meet with the community. The applicant held a community meeting in May 2024. As a result, the applicant is requesting that the park model request be deleted, leaving the other two requests in place. The Planning Board recommended approval in December 2023. Staff recommends approval with one condition. If approved, the other standards and provisions in Ord 2017-24 will remain in effect.

Tara Howell with JB Pro 3530 NW 43rd St., Palatka, FL 32177 - addressed the Commission on behalf of the applicant. She advised this location is adjacent to Crystal Cove RV Resort. During the community meeting, 7 individuals attended who were concerned about the park model request. Because of this, her client indicated the park models were not a crucial part of their plan, and removed that request. There will be 24-hour live, onsite maintenance security. She provided a handout. The adjacent site, which is much larger, will have the amenities such as a pool. She advised it is not a good business plan for both RV sites to have a pool, which is why they are asking to amend the PUD to not include a pool. She spoke regarding folks that are "snow birds" coming in between November and April typically stay 3 to 6 months and contribute revenue to the communities that allow them.

David McDaniel 220 Adams Dr., Maitland, FL - also speaking on behalf of the applicant, advised most RV resorts have a common shower facility available to customers. Commissioner McCaskill spoke regarding concerns of

safety at the shower facility. He responded the location of the bath house is the center of the development. He advised this is a small development of 40 units. Regarding the length of stay, and the 180 day length would be consistent with other high quality RV resorts in the State.

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

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

d. Amending Future Land Use Map and Rezoning 7341 Crill Ave

i. ADOPT Ordinance 2024-07 amending the future land use map of 7341 Crill Ave from City of Palatka Commercial (COM) to City of Palatka Residential Low (RL)

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 the plat was approved by the Commission in April. The Planning Board approved the future land use map amendment and rezoning. The application meets all of the requirements. The property owner was not present.

The floor was opened to public hearing:

Robert Wise 150 Kelley Smith School Rd., Palatka, FL 32177 - spoke of appreciation of Mary Lawson Brown keeping the history of Palatka at the forefront. He advised the lot beside the C-1 zoning was not on the original map presented to the Planning Board. He advised he had asked the the Planning Board when they heard the request for rezoning, why they couldn't have an entrance on Highway 20 and he was told it was because they would need permission from the Florida Department of Transportation and to have a turning lane. He expressed a house was built on the lot he referenced before it went to the Planning Board. The C-1 property has signs listing it as commercial property. Mr. Wise advised the address of the property is Crill Avenue, however the lots on the map are Kelley Smith School Road. He asked someone look at the map that was used by the Planning Board you will not see the parcel to the left.

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

Commission discussion commenced with the Planning Director. Mr. Aghemo advised the bigger parcel that aligns on Crill Avenue was sold, just a half an acre, and was subdivided (approved) in April. The current owner of the 3 lots subject to the proposed Ordinance wants to rezone the three parcels to the bottom of the C-1 property as shown on page 242 of the agenda packet.

Commissioner Jones advised that on the C-1 property a house has been built. Ms. West and Mr. Aghemo advised that the three subject parcels are vacant and the parcel referenced by Commissioner Jones is not apart of this application. Mr. Aghemo advised usually plats, future land use map amendments and rezonings are typically done at the same hearing. This is housekeeping after-the-fact.

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Mr. Bell recommended City Staff take photographs of the property and bring it back to the Commission.

**Motion to continue the hearings on Ordinances 2024-07 (and 2024-08) to the July 11 City Commission meeting by None. Seconded by None. The Motion unanimously.**

Commissioner Campbell asked for photos of the properties subject to rezoning Ordinances in the future.

- ii Ordinance 2024-08 amending the zoning map of 7341 Crill Ave from City of Palatka General Commercial (C-1) to City of Palatka Residential, Single-Family (R-1) - first reading

Clerk's note: See item 8 d i above.

- 9. COMMISSIONER COMMENTS Commissioner Campbell spoke regarding the Juneteenth event to be held at Calvary Family Life Center 1414 Bronson St. He also spoke regarding the inaugural Jubilee to be held from 4:00 - 8:00 PM on Juneteenth. On June 22, the City of Palatka will be hosting a Juneteenth Movie Day event at the Northside Neighborhood Facility. Commissioner McCaskill asked to tag on for funding to the City's event.

- 10. ADJOURN  
**Motion to adjourn at 8:20 PM by Commissioner McCaskill.**

CITY OF PALATKA

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

Attest:

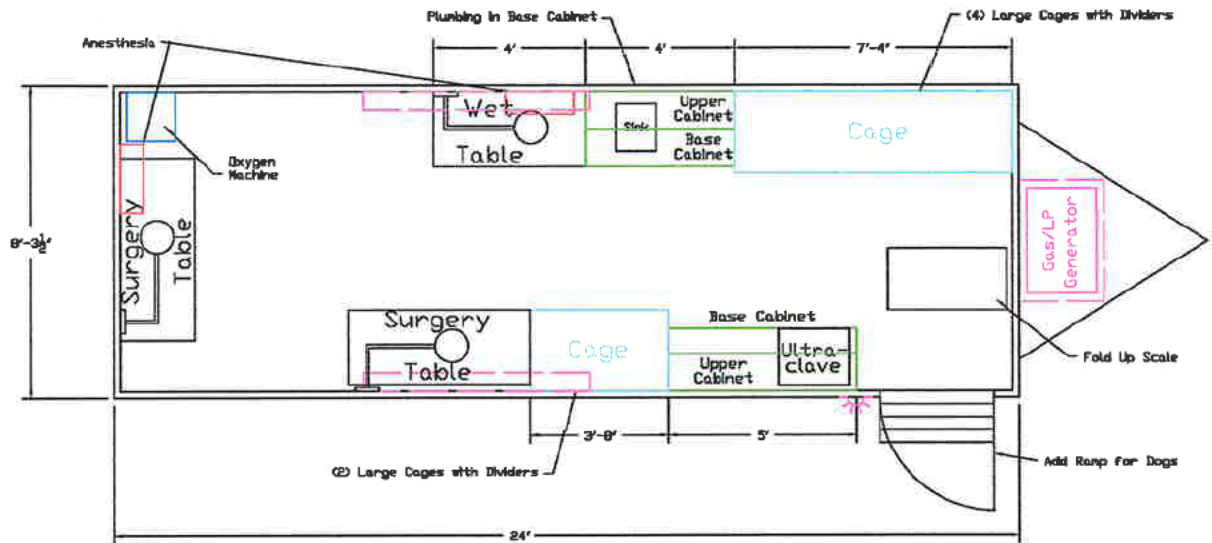
\_\_\_\_\_  
City Clerk

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 IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERKS OFFICE AT 329-0100 AT LEAST 24 HOURS IN ADVANCE TO REQUEST ACCOMMODATIONS.



## Dianne Kelley Veterinarian Truck



Signature \_\_\_\_\_  
Date \_\_\_\_\_

ALL measurements are estimates and are subject to change. Design specifications are subject to change during the build process to accommodate unforeseen circumstances.  
THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION THAT CANNOT BE REPRODUCED OR USED IN ANY MANNER FOR WHICH IT WAS NOT INTENDED, IN WHOLE OR IN PART, WITHOUT WRITTEN AUTHORIZATION FROM MVR SPECIALTY TRAILERS AND TRUCKS INC.



## Notes from Municipalities On Their Contribution Agreements

### 1. Crescent City – From Meeting 7/11/24 (\$5,000)

RESOLUTION NO. 2024-07

A RESOLUTION OF THE COMMISSION OF THE CITY OF CRESCENT CITY, FLORIDA, SUPPORTING THE ANIMAL RESCUE KONSORTIUM'S (ARK) EFFORTS TO ESTABLISH AN AFFORDABLE SPAY AND NEUTER CLINIC.

WHEREAS, one of the most impactful animal control initiatives individuals and a community can take is to ensure dogs and cats are spayed/neutered to prevent overpopulation, and

WHEREAS, spaying and neutering can dramatically reduce these numbers and help to even numbers of unwanted dogs and cats roaming our streets, causing harm to other animals and people, crowding animal shelters, and being euthanized, and

WHEREAS, while spaying and neutering are encouraged, owners that do not spay and neuter their animals risk affordability as the number one reason for not doing so, and

WHEREAS, according to the Humane Society Veterinary Medical Association, access to low cost spay/neuter programs is essential to decreasing cat and dog overpopulation and shelter euthanasia, and

WHEREAS, the local animal welfare community has taken the initiative to do something about the overpopulation of dogs and cats in our county and is actively seeking a grant through the United States Department of Agriculture (USDA) to establish an affordable, free-standing, mobile spay and neuter clinic, and

WHEREAS, ARK's proposed affordable spay and neuter clinic will serve all of Putnam County and provide affordability to those wanting to be responsible pet owners but simply cannot afford spay/neuter services,

NOW, THEREFORE, BE IT RESOLVED AND AFFIRMED BY THE CITY COMMISSION OF THE CITY OF CRESCENT CITY THAT we support ARK's efforts to obtain this grant for an affordable clinic for our county and encourage our Putnam County Commission to support ARK's efforts by funding the 25% match required by the USDA grant.

APPROVED AND ADOPTED by the City Commission of the City of Crescent City on this 8<sup>th</sup> day of February, 2024.

By:   
Stephanie Myers, Mayor

Approved for Execution and Contract by:  
  
Robert W. Pickens, City Attorney

Attest:  
  
Karen Harris, NMCG City Clerk



### 2. Palatka – From Meeting 6/13/24 (\$10,000)

Mr. Bell recommended the commitment be contingent upon them establishing the mobile clinic and that the second request would be some data on the number of spays and neuters done in the City as apart of the demographics.

Mr. Bell advised it could go towards the vehicle. Ms. Kelley suggested the donation be in three increments.

**Motion to commit \$10,000 to the ARK rescue contingent upon the City being last with quarterly check-ins along with the mobile vehicle condition by Commissioner McCaskill. Seconded by Commissioner Campbell. The Motion Passed unanimously.**

The direction of the Commission was to find the funding. Commissioner Jones asked if it would come from General Fund, and Ms. Carty advised it would. Later, discussion commenced regarding using funding from the American Rescue Plan. Ms. Carty presented the current ARPA allocations.

Mr. Bell advised the Commission could use public health or homeless assistance to pay for the item for the mobile spay and neuter clinic.

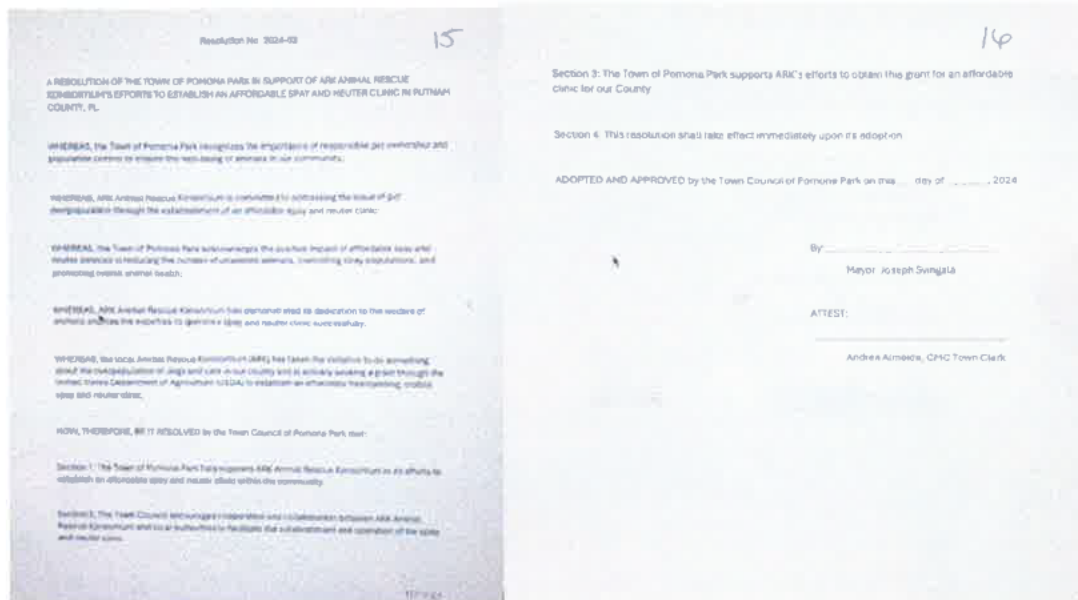
**Motion by Commissioner Jones to take \$10,000 for the cause of the animals from the Public Health line item of the ARPA fund. Second by Borom. The Motion Passed unanimously.**

3. Putnam County BOCC – Decision Approved in 9/10/24 Special Workshop Meeting (\$25,000)

Board Actions – Board of County Commissioners Special Workshop at 2:00 p.m.

**The Board unanimously passed the Animal Services Spay/Neuter Portable Trailer, \$25,000.00.**

4. Pomona Park – Final Resolution 2024-03 Approved in 4/9/24 Meeting (\$5,000)



A discussion was had about where the money could come from and to look for a commitment. Councilwoman Mead stated the money should go into next year's budget. Councilwoman Evans motioned to commit to \$5000 with the contingency that the grant is approved for the trailer. Councilwoman Kuleski 2<sup>nd</sup>. The vote was unanimous. Town Clerk Andrea read aloud Resolution 2024-03. Councilwoman Evans motioned to approve Resolution 2024-03 in support of ARK. Councilwoman Mead 2<sup>nd</sup>. The motion passes.

**The balance required will be provided by contributions from an anonymous citizen and ARK donated funds.**

**ADOPT RESOLUTION 2024-R-242 - authorizing approval of a settlement concerning 424  
Emmett Street in City of Palatka v. Maria Corporation of Seminole, Inc.  
Address: 424 Emmett Street  
Parcel No.: 42-10-27-0450-0060**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

Approve Settlement Stipulation

### **BACKGROUND**

The City of Palatka (Plaintiff) is the owner and holder of a municipal lien recorded in the Official Records of Putnam County at Official Record Book 1632, Page 1702, recorded on August 24, 2021. On April 20, 2021, Special Magistrate for the City of Palatka, Ronald Brown, Esq., conducted a public hearing after due notice to the Defendant was properly provided. The Special Magistrate, issued findings of fact and conclusions of law. Maria Corporation of Seminole (Defendant) was found to have violated multiple sections of the Municipal Code of the City of Palatka. These included Section 30-170; Section 30-171; Section 30-176; Section 30-169; Section 30-32(a); 30-169; Section 30-179. The Defendant was ordered to correct the code violations within sixty (60) days, on or before June 22, 2021, or if conditions were not corrected, be fined in the amount of \$150 per day. The Property remained out of compliance with the provisions of the City of Palatka Municipal Code until May 9, 2024. The Property is not homestead property afforded the protection of Article X, Section 4 of the Florida Constitution.

Pursuant to Fla. Stat. 162.09, the City was authorized to foreclose on the code enforcement lien because it has been more than three (3) months since the Order was recorded and so the City Attorney proceeded to foreclose on the lien. On May 9, 2024, the Defendant brought the property into compliance, the daily fines stopped and the total lien amount as of that date was \$157,950. In addition, the City incurred \$920 in filing fees. The parties met for an unfacilitated mediation and reached a resolution to settle the litigation on two conditions: 1) payment in full of \$15,000 by the Defendant to the City; and 2) the Defendant shall list the property on MLS for 6 consecutive months. In exchange, the City will dismiss the pending foreclosure and release the lien.

### **PROJECT ANALYSIS**

The property has been brought into compliance and the property owner has agreed to pay the City \$15,000. The intent of the Blight to Bright program has been accomplished through compliance.

**Staff Recommendation**

Approve of the Settlement Stipulation

**ATTACHMENTS**

|    |                                         |
|----|-----------------------------------------|
| 1. | 2024-R-242 424 Emmett Street Settlement |
| 2. | Settlement Stipulation                  |

**RESOLUTION NO. 2024-R-242**

**A RESOLUTION OF THE CITY OF PALATKA  
APPROVING OF A SETTLEMENT AGREEMENT  
RELATED TO THE FORECLOSURE OF 424 EMMETT  
STREET, PALATKA, FLORIDA, RELEASING THE CODE  
ENFORCEMENT LIEN PENDING CERTAIN  
CONDITIONS, PROVIDING AN EFFECTIVE DATE;  
AUTHORIZING A RELEASE OF THE LIEN UPON  
PAYMENT; AND PROVIDING FOR SCRIVENER'S  
ERRORS**

**WHEREAS**, on April 21, 2021, after due notice was provided to the property owner of 424 Emmett Street, Palatka, owned by Maria Corporation of Seminole, Inc., the City of Palatka Special Magistrate imposed a “Findings of Fact, Conclusions of Law and Order” Code Enforcement Lien that was recorded in the Official Records Book of Putnam County, Florida, Book number 1632, and Page Number 1702.

**WHEREAS**, on November 27, 2023, the City of Palatka filed a foreclosure action against Maria Corporation to foreclose the pending code enforcement lien;

**WHEREAS**, Maria Corporation acknowledges the existence of the code enforcement lien and the underlying violations but desires to resolve the matter without further litigation;

**WHEREAS**, Maria Corporation has come into full compliance with all pending code enforcement violations, thereby meeting the intent of the Blight to Bright program;

**WHEREAS** the parties wish to settle the lawsuit and Maria Corporation has agreed to adhere to the terms and conditions of the Agreement attached hereto as Exhibit A; and

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

- a) the Code Enforcement daily and accumulated fines/fees and liens levied against 424 Emmett Street per Findings of Fact, Conclusions of Law recorded on August 24, 2021 shall be and is hereby released and relieved subject to the conditions set forth in the attached Settlement Agreement; and
- b) 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 14th day of November, 2024.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT  
IN AND FOR PUTNAM COUNTY, FLORIDA

CITY OF PALATKA,  
Plaintiff,

CASE NO.: 2023 A 612

vs.

MARIA CORPORATION OF SEMINOLE, INC.,  
Defendant.

\_\_\_\_\_ /

**SETTLEMENT STIPULATION**

This Settlement Stipulation is made and entered into on this \_\_\_\_ day of November, 2024 by and between the City of Palatka, a municipal corporation and Maria Corporation of Seminole, Inc. ("MARIA"), owner of the following described real property located in the City of Palatka, Putnam County, Florida:

ALL OF LOT 6, BLOCK 45, CITY OF PALATKA, ACCORDING TO DICK'S MAP THEREOF FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF PUTNAM COUNTY, FLORIDA

Property address: 324 Emmett Street, Palatka, FL., 32177

Parcel Identification: 42-10-27-6850-0450-0060

The "Subject Property."

WHEREAS, the City has filed the instant foreclosure action pursuant to Fla. Stat. Section 162.09 pending in Putnam County Florida for the foreclosure of a code enforcement lien against Defendant;

WHEREAS, the lawsuit arises from Defendant's alleged failure to comply with certain local code enforcement regulations, resulting in fines due and payable to the City;

WHEREAS, Defendant acknowledges the existence of the code enforcement lien and the underlying violations but desires to resolve the matter without further litigation; and

WHEREAS, the parties wish to settle the lawsuit on the terms set forth below.

1. The interest of MARIA, is based upon that Warranty Deed, a copy of which is recorded on June 1, 1999 at Book 795, Page 37, Official Records of Putnam County, Florida.

2. The Subject Property was subject to several code violations and on June 22, 2021, the City of Palatka conducted a public hearing after due notice to the Defendant was properly provided. A municipal lien was recorded at Official Record Book 1632, Page 1702.

3. MARIA has since brought all the code violations into compliance and now seeks to settle the allegations set forth in the foreclosure complaint. The City agrees to settle the matter and dismiss the pending action with prejudice upon the following conditions:

- A. Condition One: MARIA shall pay the City of Palatka Fifteen Thousand Dollars and Zero Cents towards full and final payment of the pending code enforcement lien, inclusive of all fees and costs.
- B. Condition Two: Within 60 days of the Resolution approving of this Settlement Agreement, MARIA shall list the Subject Property for sale, and on MLS



(Multiple Listing Service) for a period of no less than six (6) consecutive months.

4. The Parties acknowledge that the total Settlement Amount of \$15,000 is inclusive of all fines, penalties, interest, fees and costs due under the code enforcement lien, as well as any additional costs incurred by the City as a result of Defendant's non-compliance. Upon full payment of the Settlement amount, the City agrees to release and discharge the code enforcement lien against the Subject Property.
5. Nothing in this Agreement shall preclude the City from issuing a Notice of Violation in the event any future code violations on the Subject Property occur.
6. Any breach of this Stipulation shall first be attempted to be resolved by mediation.
7. This Settlement Stipulation shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

WHEREFORE, the foregoing is agreed to by all parties to this case on this \_\_\_\_ day of November, 2024:

\_\_\_\_\_  
Mayor Roberta M. Correa  
City of Palatka

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

MARIA CORPORATION OF SEMINOLE, INC.

**ADOPT RESOLUTION 2024-R-243 - authorizing a reduction of the lien on 411 Laurel Street**  
**Address: 411 Laurel Street**  
**Parcel No.: 42-10-27-6850-0450-0111**  
**Applicant: Tony Vestal**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

Adopt Resolution granting a lien reduction.

### **BACKGROUND**

On March 4, 2023, a complaint was received with Code Enforcement by Vito Russo regarding several code violations at 411 Laurel Street. A properly noticed public hearing before a Special Magistrate was held on May 16, 2023. The property was ordered to come into compliance by June 15, 2023 or daily fines would accrue starting the following day. The property did not come into compliance by the stated deadline. The property owner has now met the requirements to bring the property into compliance per the City of Palatka's municipal code set forth in the Findings of Facts and Conclusions of Law and Order.

Staff evaluated the completed Guidelines for Code Enforcement Fine/Lien Reduction submitted by the property owner; and determined that the property was in compliance, there were hardship factors to consider, and overall, the objective of the Blight to Bright program was accomplished.

As of this date the accumulation of fines is the amount of \$10,750.00., City Staff recommends the reduction of all Code Enforcement liens and fines as imposed by Findings of Fact, Conclusions of Law and Order to be reduced to the amount of \$2,500 subject to the stipulation that the \$2,500 payment is paid to the City of Palatka within 60 days of this resolution commencing on November 14, 2024. Failure to make the payment of the total reduced fine amount by the herein stated deadline will result in the reinstatement of the original total amount of the liens and fees; and

### **PROJECT ANALYSIS**

Overall, the objective of the Blight to Bright program was accomplished.

### **Staff Recommendation**

Adopt the resolution granting the lien reduction.

**ATTACHMENTS**

|    |                                  |
|----|----------------------------------|
| 1. | 411 Laurel Lien Reduction Res    |
| 2. | 411 Laurel St Lien Reduction     |
| 3. | 411 Laurel Code Enforcement Lien |

**RESOLUTION NO. 2024-R-243**

**A RESOLUTION OF THE CITY OF PALATKA,  
GRANTING A REDUCTION OF THE CODE  
ENFORCEMENT DAILY AND ACCUMULATED  
FINES/FEEES AND LIENS ASSESSED FOR CODE  
ENFORCEMENT COMPLAINT CASE NUMBER 2023-049  
ON 411 LAUREL STREET, PALATKA, FLORIDA;  
PROVIDING AN EFFECTIVE DATE; AUTHORIZING A  
RELEASE OF THE LIEN UPON PAYMENT; AND  
PROVIDING FOR SCRIVENER'S ERRORS**

**WHEREAS**, on March 4, 2023, a complaint was received with Code Enforcement regarding several code violations at 411 Laurel Street. A properly noticed public hearing before a Special Magistrate was held on May 16, 2023. The property was ordered to come into compliance by June 15, 2023 or daily fines would accrue starting the following day. The property did not come into compliance by the stated deadline.

**WHEREAS**, the property owner has now met the requirements to bring the property into compliance per the City of Palatka's municipal code set forth in the Findings of Facts and Conclusions of Law and Order; and,

**WHEREAS**, the property was brought into compliance after the compliance date set forth in the Findings of Facts and Conclusion of Law; and,

**WHEREAS**, a completed Guidelines for Code Enforcement Fine/Lien Reduction was completed and submitted by the property owners; and

**WHEREAS**, as of this date the accumulation of fines is the amount of \$10,750.00.

**WHEREAS**, pursuant to the Guidelines for Code Enforcement Fine/Lien Reduction, City Staff recommends the reduction of all Code Enforcement liens and fines as imposed by Findings of Fact, Conclusions of Law and Order to be reduced to the amount of \$2,500 subject to the stipulation that the \$2,500 payment is paid to the City of Palatka within 60 days of this resolution commencing on November 14, 2024. Failure to make the payment of the total reduced fine amount by the herein stated deadline will result in the reinstatement of the original total amount of the liens and fees; and

**WHEREAS**, the Palatka City Commission deems it reasonable and in the best interest of the City of Palatka and its citizens to reduce the daily and accumulated fines/fees and liens imposed upon 411 Laurel Street, Palatka by the Palatka Special Magistrate.

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

- a) the Code Enforcement daily and accumulated fines/fees and liens levied against 411 Laurel Street per Findings of Fact, Conclusions of Law recorded on February 13, 2024 shall be and is hereby reduced and relieved subject to the stipulations of payment in the amount of \$2,500 to the City of Palatka within 60 days commencing on November 14, 2024; and
- b) 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 14th day of November, 2024

**CITY OF PALATKA**

\_\_\_\_\_  
**By:    Its MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

RECEIVED  
10-4-2024

ROBERTA M. CORREA  
MAYOR-COMMISSIONER

TAMMIE McCASKILL  
COMMISSIONER

JUSTIN R. CAMPBELL  
COMMISSIONER

WILL JONES  
COMMISSIONER

RUFUS J. BOROM  
COMMISSIONER



# CITY of Palatka FLORIDA

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

JONATHAN C. GRIFFITH  
INTERIM CITY MANAGER

JANE WEST, ESQ.  
CITY ATTORNEY

SUNNI L. KRANTZ, CMC  
CITY CLERK

MARCIA G. CARTY, CPA  
FINANCE DIRECTOR

JASON L. SHAW, SR  
CHIEF, POLICE DEPT.

CHRIS TAYLOR  
CHIEF, FIRE DEPT.

## APPLICATION FOR LIEN REDUCTION

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

Date of request: 10-4-2024 Case #: 2023-049

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

Applicant information: Tony Vestal

Requestor: Tony Vestal

Affiliation with property: owner

(i.e.: owner, broker, etc.) owner

Address where correspondence should be sent:

411 Laurel Street

Palatka FL 32177

City State Zip Code

Phone Number: 386-649-8890

E-mail address: \_\_\_\_\_

Property information:

Property address:

411 Laurel Street

Palatka FL 32177

City State Zip Code

Parcel Identification Number: 42-10-27-6850-0450-0111

Is the property vacant: ☒ Yes ☐ No If yes, for how long? 1 week

Full Name of Owner: Tony Vestal

If you are not the owner, attach authorization to be acting on behalf of the owner to this application.

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

Name of Bank/Trust: \_\_\_\_\_

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

Was property that is subject of this request foreclosed? Yes ☒ No

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

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

Are there any liens, other than the City of Palatka's lien(s), on this property? Yes ☒

No (If yes, attach liens)

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

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

Does the applicant own other property in the City of Palatka? Yes ☒ No

If yes, are there active code enforcement cases or liens on any of those properties? Yes ☒ No

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

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

If no, did the applicant have knowledge of the lien prior to taking title to the property? Yes ☒ No

If no, explain why: \_\_\_\_\_

What was the approximate cost of correcting the violation(s)? \$ 20,000.00

What is the tax assessed value of the property? \$ \_\_\_\_\_

FINE AMOUNT DUE as of the date of the application for lien reduction: \$ 10,750.00

Daily fine (if applicable): \$ 50.00

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

Attached Doctors Note

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

Tony Vestal  
Applicant's Signature

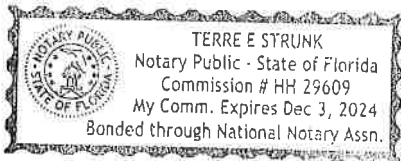
Date: 10-4-24

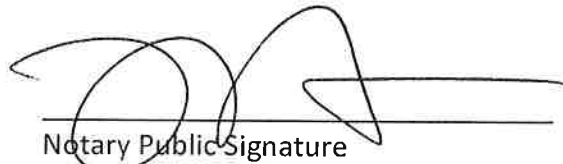


State of Florida  
County of Putnam

The foregoing was sworn and subscribed before me on this 4 day of October,  
2024, by Tony Vestal, who is personally known to me/or who  
has produced \_\_\_\_\_ as identification and appeared  
before me at the time of notarization.

Notary  
Seal



  
Notary Public Signature

Terre Strunk  
Notary Public – print name

Rommelle Such, MD  
880 White Eagle Circle  
St Augustine, FL 32086

Ph# 386-325-3732

RECEIVED  
10-3-24  
C. Lowe

Oct 2, 2024

Re: Tony Vestal  
DOB: 03-24-1969

To Whom it May Concern;

Please Be Advised that Mr. Vestal Has been under my care for many Years and has been treated for injuries sustained from a car accident on 8/23/2023. He has Been Advised not to do any strenuous labor including long periods of over-head reaching and heavy manual work. He has been treated with pain meds and injections and advised to get plenty of daily rest.

Sincerely,



Rommelle Such, MD

# CITY OF PALATKA CASE # 2024-0503

Location: 411 Laurel Street

Date: 04/17/2024

Time: 2:30 p.m.

Officer: Christy Lowe

## Agenda Items

|                |                                                                                                                                                                                                                                                                                                                                                                            |               |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| March 04, 2024 | Complaint Received from Vito Russo                                                                                                                                                                                                                                                                                                                                         | Palatka       |
| March 05, 2024 | Verified complaint, attempted to contact anyone at the residence and or camper, no one came to the door of either location. Attempted to contact property owner to no avail. (Photos taken this date)                                                                                                                                                                      | Palatka       |
| March 06, 2024 | I received a call from the compliant Vito Russo, who stated he has contacted the property owner, and he wanted to withdraw the complaint, the property owner advised the RV would be moved.                                                                                                                                                                                | Via Telephone |
| March 11, 2024 | I received another call from Vito Russo stating the property owner did not move the RV and he wanted something done about the RV that he and the neighborhood are sick of this. I asked Mr. Russo if he wanted to open the case again, since he asked to have it withdrew, he said yes. A (15) day compliance letter was mailed certified this date to the property owner. | Via Telephone |
| March 27, 2024 | A follow up was completed, from the (15) day compliance letter, the property is still out of compliance. This case has been placed at the next available Special Magistrate Hearing.                                                                                                                                                                                       | Palatka       |

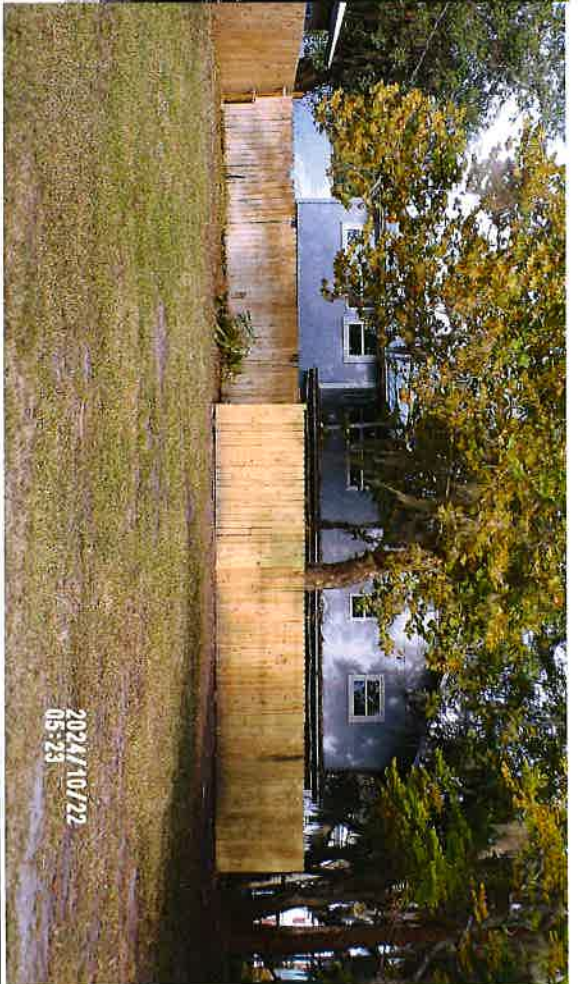
## Continuation page 2

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| March 28, 2024 | Code Enforcement Officer David Green received a complaint from Patti Vogt, reference the RV in the yard, Officer Green advised he will place a door hanger on the RV, that a current case is open on this location for the same complaint.                                                                                                                                                                                                                                                                                                                                                                                                 |
| April 09, 2024 | This date I was at the said location to post the posted for a hearing in reference to another complaint, and I was able to make contact with Brandy Hoffman. Ms. Hoffman stated she is currently working on the inside of the property and renting the property. Ms. Hoffman was able to provide this officer with an updated address for the property owner. I asked Ms. Hoffman does she knows who the RV belongs to, and she stated yes she does, they are in the process of moving the RV off the property. (While at was at the address, I did another follow up on the property and took photos of the RV and unregistered vehicles. |
| April 15, 2024 | I spoke with Hoffman again about the RV and unregistered vehicles, she stated the camper should have already been moved, but the truck to pull it, is having the water pump replaced and that is the hold up. She further stated that nobody is living in the camper and as soon as the water pump is replaced, they will have the camper moved off the said property. I further explained to Ms. Hoffman that the property is still not in compliance and has been placed for a Special Magistrate Hearing. She stated that she has spoken with the property owner Mr. Vestal and that the RV should be moved this week.                  |
| April 15, 2024 | In reference to the original complaint, the complaint stated that no COA has been pulled and at that time he was correct. Mr. Lorenzo advised this date that a COA and Permits are pending for the said address of 411 Laurel Street Palatka, Florida 32177                                                                                                                                                                                                                                                                                                                                                                                |
| April 17, 2024 | Pending Magistrate Hearing 2024, If the property comes into compliance with this complaint, I will update promptly if not pending hearing outcome.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |





Before Photo



After Photo



Before Photo



After Photo





Prepared by:  
Erin Hewes, City of Palatka  
205 N 2<sup>nd</sup> Street, Palatka, FL 32177

**CODE ENFORCEMENT BOARD OF THE  
CITY OF PALATKA, FLORIDA**

CITY OF PALATKA, Petitioner,

**COMPLAINT NO. 2023049**

vs

VESTAL TONY, Respondent(s)

**FINDING OF FACT, CONCLUSIONS OF LAW AND ORDER**

**THIS CAUSE** having come before the Special Magistrate for public hearing on May 16, 2023, after due notice to the Respondent; and, the Code Enforcement Officer having received sworn testimony and evidence at said hearing; it is now,

**DETERMINED THAT:**

**I. FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

- a) The Respondent(s) is the owner of property described as 411 LAUREL STREET, Putnam County Tax parcel number 42-10-27-6850-0450-0111, located within the City of Palatka, Putnam County, Florida.
- b) Conditions at the property at issue constituted violations of Municipal Code City of Palatka, Florida Section 30-32(b). Prohibited Conditions and Public Nuisances. Description: Trash and debris. Section 30-169. Building fronts and sides abutting streets or public areas. Description: Rotten and weakened wood. Section 30-171. Windows. Description: Broken and missing windows.
- c) The Respondent(s) was previously notified of the above-described code violations but failed to correct the violations prior to the hearing at which this matter was considered.

**IT IS ACCORDINGLY ORDERED THAT:**

**II. ORDER:**

- a) The Respondent(s) shall correct the conditions in reference to Section 30-32(b) Prohibited Conditions and Public Nuisances Description: trash and debris on or before the 15th day of June, 2023, or if said conditions are not corrected, a fine in the amount of \$ 25.00 per day is hereby assessed and levied on the above-described property, effective on the 16th day of June, 2023, to continue until the conditions are corrected.
- b) The Respondent(s) shall correct the conditions in reference to Section 30-169. Building fronts and sides abutting streets or public areas. Description: Rotten and weakened wood. Section 30-171. Windows. Description: Broken and missing windows on or before the 31st day of August, 2023, or if said conditions are not corrected, a fine in the amount of \$ 50.00 per day is hereby assessed and levied on the above-described property, effective on the 1st day of September, 2023, to continue until the conditions are corrected.
- c) Administrative costs will be assessed after the property is brought into compliance.
- d) The fine described in paragraph a), as well as the costs described in paragraph b), shall constitute a lien upon the property described herein when this document is recorded within the official records of Putnam County, Florida.

**DONE AND ORDERED** this 16th day of May 2023, at Palatka, Putnam County, Florida.

**SPECIAL MAGISTRATE FOR THE CITY OF PALATKA, FLORIDA**

BY   
Ronald Brown, Esq.

**I HEREBY CERTIFY** that a true and correct copy of the above and foregoing Findings of Fact, Conclusions of Law and Order has been furnished by certified mail, ☒ first class mail, to the Respondent and/or authorized representative at 414 RIVER ST., PALATKA FL 32177, this 12 day of February, 2023 2024

Prepared by:  
Erin Hewes, City of Palatka  
205 N 2<sup>nd</sup> Street, Palatka, FL 32177

CODE ENFORCEMENT BOARD OF THE  
CITY OF PALATKA, FLORIDA

CITY OF PALATKA, FLORIDA

I hereby certify that this document is a true, complete  
and correct copy of a document on file in the Office of  
Community Affairs as of this date.

Erin Hewes  
Code Enforcement Assistant

(seal)



By: *[Signature]*  
Title: *[Signature]*  
Date: 2/13/2024

*[Signature]*



**ADOPT RESOLUTION 2024-R-244 authorizing a Special Events Permit to DPI, Inc. and DPE, Inc.  
for the Palatka Christmas Parade to be held November 29, 2024**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

Downtown Palatka Inc and Downtown Palatka Experiences has submitted an application for the Christmas Parade to be held on November 29th.  
Sam Deputy is requesting road closures of Memorial Parkway from Reid Street to St. Johns Ave and to 11th street.

### **BACKGROUND**

This is an annual event that has took place in the City for 119(+/-) years. Customarily St. Johns Avenue is closed and Memorial Parkway from Reid St. to St. Johns Ave and to 11th Street.

### **PROJECT ANALYSIS**

City Staff has met with event organizers. The date is incorrect on the application. The correct date should be November 29th.

### **Staff Recommendation**

Adopt Resolution.

### **ATTACHMENTS**

|    |                                        |
|----|----------------------------------------|
| 1. | 2024-R-244                             |
| 2. | Christmas Parade 11/272024_application |

**RESOLUTION NO. 2024-R-244**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
GRANTING A SPECIAL EVENTS PERMIT TO DEVELOP  
PALATKA, INC. AND DOWNTOWN PALATKA  
EXPERIENCES, INC. FOR THE 2024 CHRISTMAS  
PARADE; SETTING FORTH THE PROVISIONS OF THE  
PERMIT; GRANTING PERMISSION FOR ROAD  
CLOSURES OF MEMORIAL PARKWAY; AND  
PROVIDING FOR SCRIVENER’S ERRORS**

**WHEREAS**, Develop Palatka, Inc. and Downtown Palatka Experiences, Inc have made an application to the City of Palatka for a special event permit for the 2024 Christmas Parade; 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:** That Special Events Permit for Christmas Parade is hereby granted to Sam Deputy with the following provisions and stipulations:

- a.** A Class “A” Special Events Permit is hereby granted for the event to be held November 29th during the hours provided in the application.
- b.** road closures of Memorial Parkway from Reid Street to St. Johns Ave. and to 11th 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 14<sup>th</sup> day of November 2024.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

15 OFFICERS

5pm - 9pm

5pm road closures



Date Received: 09-13-2024

Permit Classification: ~~C~~ A

## APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Sam Deprix  
Address: P.O. Box 882 Email: \_\_\_\_\_  
Palatka, FL Phone: \_\_\_\_\_

2. Secondary Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

3. Event Sponsor/Organization: DPI / DPE  
Attach a certificate of Tax Exemption if applicable.

4. Name of Event: 2024 Christmas Parade

5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):

Parade -  
Entertainment on each block - 6:15 - 6:45  
middle of block

6. Event Location (911 Address): \_\_\_\_\_

7. Road Closures: ex. St. Johns Avenue from First Street to Second Street

|                 |      |             |    |
|-----------------|------|-------------|----|
| <u>Memorial</u> | from | <u>Rail</u> | to |
| <u>2nd</u>      | from |             | to |
| <u>3rd</u>      | from |             | to |
| <u>4th</u>      | from |             | to |
| <u>5th</u>      | from |             | to |
| <u>6th</u>      | from |             | to |
| <u>7th</u>      | from |             | to |
| <u>8th</u>      | from |             | to |
| <u>9th</u>      | from |             | to |
| <u>10th</u>     | from |             | to |

8. Onsite representatives during the event:

11  
St Johns Ave.

3330.00

Name: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Name: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

9. Please fill in below for each day within the event.

Date(s) of Event:   Hours:   Amplified Sound:   Alcohol:   Attendance

**Setup:**

11/21/24   :   to   :   :   to   :   :   to   :

**Event:**

/ /   6:00 to 8:30 p.m.   8:30 to p.m.   :   to   :   \_\_\_\_\_

/ /   :   to   :   :   to   :   :   to   :   \_\_\_\_\_

/ /   :   to   :   :   to   :   :   to   :   \_\_\_\_\_

/ /   :   to   :   :   to   :   :   to   :   \_\_\_\_\_

/ /   :   to   :   :   to   :   :   to   :   \_\_\_\_\_

/ /   :   to   :   :   to   :   :   to   :   \_\_\_\_\_

/ /   :   to   :   :   to   :   :   to   :   \_\_\_\_\_

**Breakdown:**

/ /   :   to   :   :   to   :   :   to   :

10. Basis of estimated peak attendance (i.e. tickets sold, historical attendance, etc.)

17,000

11. Number and type of auxiliary vehicles/ equipment:

— Watercraft   — Aircraft   200 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.

Include date and time:

/ /   :   to   :   :   to   :

13. Will transport vehicles be utilized? If so, please describe.

14. Number of staff/ volunteer: 32

Uniform identification: Hat - Clip board - Flashlight

### 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, l(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.

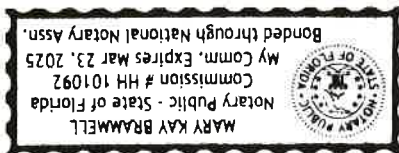
  
Signature of Applicant

5-2-24  
Date

State of Florida County of Putnam

The foregoing application is acknowledged before me this 2nd day of May, 2024, by Sam Deputy, 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.**
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.**
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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, 5<sup>th</sup> 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.

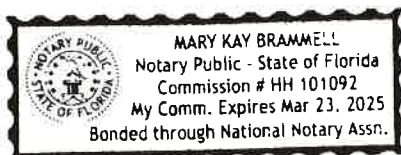
Sam Deputy \_\_\_\_\_  
Signature of Applicant Name of Facility being used

Sam Deputy \_\_\_\_\_  
Print Name of Applicant Date of Use

State of Florida County of Putnam

The foregoing application is acknowledged before me this 2nd day of May, 2024, by Sam Deputy, who is personally known to me, or who has/have produced \_\_\_\_\_ as identification.

#### NOTARY SEAL



Mary Kay Brammell  
Signature of Notary Public, State of Florida

**ADOPT RESOLUTION 2024-R-215 granting a special events permit to Bread of Life for Beck 5-K Run to be held on December 7, 2024**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

Requesting 4 officers and road closures of Emmett St., Kirby St., Hotel St., Kirkland St., Dodge St., and Memorial Parkway

### **BACKGROUND**

5-K race, Vendors

### **PROJECT ANALYSIS**

Special events team met and agreed on the request.

### **Staff Recommendation**

Adopt resolution

### **ATTACHMENTS**

|    |                                        |
|----|----------------------------------------|
| 1. | Bread of Life 5-K race 2024_resolution |
| 2. | Beck 5-k 2024_application              |

**RESOLUTION NO. 2024-R-215**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
GRANTING A SPECIAL EVENTS PERMIT TO BREAD OF  
LIFE FOR THE BECK 5-K RACE; SETTING FORTH THE  
PROVISIONS OF THE PERMIT; AND GRANTING  
PERMISSION FOR ROAD CLOSURES; AND PROVIDING  
FOR SCRIVENER’S ERRORS**

**WHEREAS**, Bread of Life has made an application to the City of Palatka for a special event permit for the Beck 5-K race.

**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 Beck 5k Races is hereby granted to Bread of Life with the following provisions and stipulations:

- a.** A Class “B” Special Events Permit is hereby granted for the event to be held on December 07<sup>th</sup> 2024 during the hours provided in the application.
- b.** Road closures Emmett St., Kirby St., Hotel St., Kirkland St., Dodge St., and Memorial Parkway 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 14<sup>th</sup> day of November 2024.

**CITY OF PALATKA, FLORIDA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND CORRECTNESS:**

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

## APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Loretta Carrios  
 Address: 2000 Reio St. Email: LorettaCarrios@checkBack.com  
Palatka, FL. Phone: 386-328-0344
2. Secondary Contact: Wayne McClain  
 Address: 2000 Reio St. Email: WAYNECCCLAIN@checkBack.com  
 Phone: 386-937-2432
3. Event Sponsor/Organization: Branch of Life  
 Attach a certificate of Tax Exemption if applicable.
4. Name of Event: Back S-K
5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):  
S-K Race Plus Vendor Displays
6. Event Location (911 Address): \_\_\_\_\_
7. Road Closures: ex. St. Johns Avenue from First Street to Second Street  
See Attached from \_\_\_\_\_ to \_\_\_\_\_  
 \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_  
 \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_  
 \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_  
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 \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_  
 \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_  
 \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_  
 \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

8. Onsite representatives during the event:

Name: Loretta Carros  
Name: Wayne McCain

Cell Phone: 904-687-5972  
Cell Phone: 386-937-2432

9. Please fill in below for each day within the event.

Date(s) of Event:   Hours:   Amplified Sound:   Alcohol:   Attendance

Setup:

12/7/24 1:00 PM to 6:30 PM to : to : to :

Event:

12/7/24 1:00 PM to 6:30 PM to : to : to :  
/ / to : to : to :  
/ / to : to : to :  
/ / to : to : to :  
/ / to : to : to :  
/ / to : to : to :  
/ / to : to : to :

Breakdown:

12/7/24 5:30 to 6:30 PM to : to : to :

10. Basis of estimated peak attendance (i.e. tickets sold, historical attendance, etc.)

200 People including participants

11. Number and type of auxiliary vehicles/ equipment:

0 Watercraft   0 Aircraft   0 Utility Vehicles/Golf Carts   2 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 : to :

13. Will transport vehicles be utilized? If so, please describe.

No

14. Number of staff/ volunteer: 20 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 #

85-8012707695C-2

☒ 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.

(Ord. No. 10-34, I(Exh. 1), 12-9-2010)

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.

Date \_\_\_\_\_

Signature of Notary Public, State of FL



## Special Events Vendor Requirements

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### 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.**
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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 vendor RVs.

**City of Palatka**  
**Indemnification & Hold Harmless Agreement**

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L Wayne McClain

Signature of Applicant

City of Palatka

Name of Facility being used

L Wayne McClain

Print Name of Applicant

12-7-24

Date of Use

State of Florida County of Putnam

The foregoing application is acknowledged before me this 23 day of May, 2024, by Wayne McClain, who is personally known to me, or who has/have produced \_\_\_\_\_ as identification.

**NOTARY SEAL**



KRISTY MICHAEL  
Commission # HH 125363  
Expires May 3, 2025  
Bonded Thru Budget Notary Services

Kristy Michael  
Signature of Notary Public, State of Florida



BECKAUT-02

DBONISOLLI

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2024

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).

|                                                                                                          |                                                                                  |               |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|---------------|
| <b>PRODUCER</b><br>Bates Hewett & Floyd Insurance Agency<br>3400 Crill Ave, Suite 2<br>Palatka, FL 32177 | <b>CONTACT NAME:</b> Danielle Kenney                                             |               |
|                                                                                                          | <b>PHONE (A/C, No, Ext):</b> (386) 328-1100 <b>FAX (A/C, No):</b> (386) 329-1100 |               |
|                                                                                                          | <b>E-MAIL ADDRESS:</b> danielle@bates-hewett.com                                 |               |
|                                                                                                          | <b>INSURER(S) AFFORDING COVERAGE</b>                                             | <b>NAIC #</b> |
|                                                                                                          | <b>INSURER A:</b> United States Liability Ins Co                                 | 25895         |
| <b>INSURED</b><br><br>Beck Automotive Group<br>146 Comfort Rd<br>Palatka, FL 32177                       | <b>INSURER B:</b>                                                                |               |
|                                                                                                          | <b>INSURER C:</b>                                                                |               |
|                                                                                                          | <b>INSURER D:</b>                                                                |               |
|                                                                                                          | <b>INSURER E:</b>                                                                |               |
|                                                                                                          | <b>INSURER F:</b>                                                                |               |

**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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X         |          | SE 1115507    | 12/7/2024               | 12/9/2024               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 1,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                          |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                          |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                                         |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                       |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                               |           | N / A    |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Dec 7,2024 - Beck 5K Event

City of Palatka is an Additional Insured with respect to the General Liability policy as required by written contract;

## CERTIFICATE HOLDER

## CANCELLATION

City of Palatka  
201 N 2nd Street  
Palatka, FL 32177

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

*Beck 5k*  
**PRESENTS**  
**HARVEST HUSTLE**  
**2024**

Saturday, December 7th, 2024 3pm  
Riverfront, Palatka

Join us for a 5k during Porch  
Fest and  
Support the Bread of Life!!



*Get Ready to Hustle for*  
**A GREAT CAUSE!**





*Beck 5k*

PRESENTS

**HARVEST HUSTLE  
2024**

Saturday, December 7th, 2024 3pm  
Riverfront, Palatka

Join us for a 5k during Porch Fest  
and  
Support the Bread of Life!!



Get Ready to Hustle for  
**A GROOVY CAUSE!**



**BREAD  
OF**

**Bread of Life Volunteer Needs and Donations  
for**

Palatka, Florida, 32177-3402

Help feed hot meals to the homeless and food  
insecure Monday through Friday 11:30 - 12:30  
or see below for needed donations this holiday  
season.



## BREAD OF LIFE PALATKA

Our mission is to address hunger by providing nutritious meals for the food insecure of Palatka.

**Address:**

320 North 5th Street

**City:**

Palatka

**Postal:**

32177-3402

**State/Province:**

Florida

**Country:**

United States

Kimberly Daley VP

386-328-0213

kdgatorz@yahoo.com

<https://www.palatkabreadof.life>

## Projects

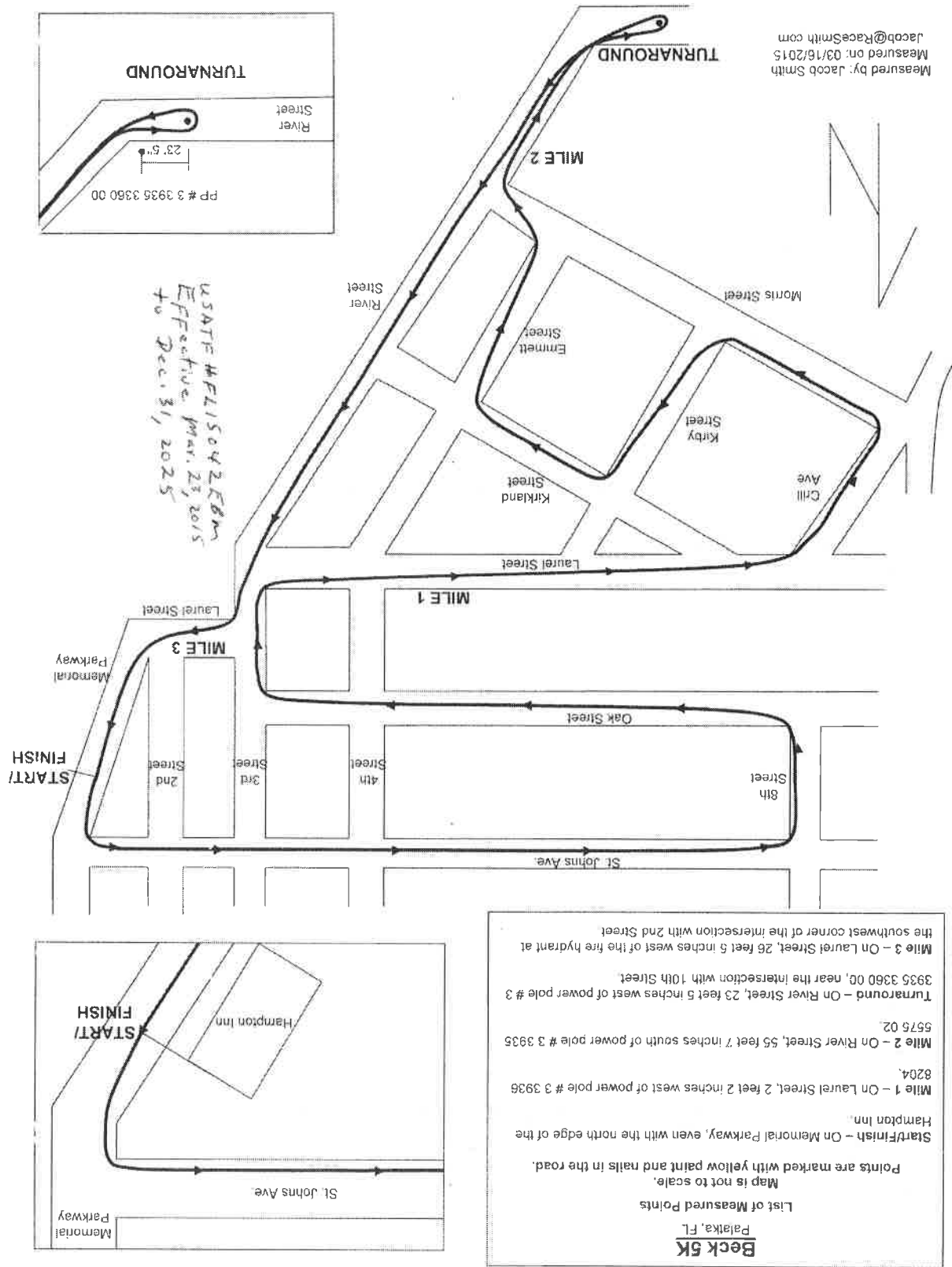
Displaying All Postings

Anything

SEARCH

Bread of Life Palatka acts as a service center for the following projects and their creators:

### Ongoing Opportunity





**ADOPT RESOLUTION 2024-R-245 granting a special events permit to Southside Historical Neighborhood Association for the Palatka Porch Music Fest to be held on December 7, 2024**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

The Palatka Porchfest is requesting road closures, amplified sound, and alcohol permit.

### **BACKGROUND**

Annual Porchfest includes 17 bands playing on porches in the South Historic District.

### **PROJECT ANALYSIS**

The special event team has agreed upon request and is seeking approval from the City Commissions.

### **Staff Recommendation**

Adopt Resolution

### **ATTACHMENTS**

|    |                                     |
|----|-------------------------------------|
| 1. | Palatka Porch Fest 2024_resolution  |
| 2. | Palatka Porch Fest 2024-application |

**RESOLUTION NO. 2024-R-215**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
GRANTING A SPECIAL EVENTS PERMIT TO SOUTHSIDE  
HISTORICAL NEIGHBORHOOD ASSOCIATION FOR  
PALATKA PORCH MUSIC FEST; SETTING FORTH THE  
PROVISIONS OF THE PERMIT; GRANTING PERMISSION  
FOR ROAD CLOSURES; AND PROVIDING FOR  
SCRIVENER’S ERRORS**

**WHEREAS**, Southside Historical Neighborhood Association has made an application to the City of Palatka for a special event permit for the Palatka Porch Music Fest to be held December 7, 2024; 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:** That Special Events Permit is hereby granted to Southside Historical Neighborhood Association with the following provisions and stipulations:

- a.** A Class “B” Special Events Permit is hereby granted for the event to be held on December 7<sup>th</sup> 2024 during the hours provided in the application.
- b.** Road closures Emmett St., Kirby St., Hotel St., Kirkland St., Dodge St., and Memorial Parkway 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 14<sup>th</sup> day of November 2024.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



2/9/24  
B

Date Received:

Permit Classification:

## APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Vito Russo

Address: 415 Emmett St

Email: vbiz3@yahoo.com

Phone: 386.336.0609

2. Secondary Contact: Bill Rulon

Address: 315 Emmett St

Email: \_\_\_\_\_

Phone: 973.945.4207

3. Event Sponsor/Organization: Southside Historical Neighborhood Association

**Attach a certificate of Tax Exemption if applicable.**

4. Name of Event: Palatka Porchfest Music Festival

5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):

17 Bands on playing on porches in the South Historic District

6. Event Location (911 Address): 603 Emmett Street, Palatka, Florida 32177

7. Road Closures: ex. St. Johns Avenue from First Street to Second Street

\_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Emmett Street from Laurel Street to Morris Street

Kirby Street from Laurel Street to Morris Street

Hotel Street at River Street

Kirkland Street from River Street to Laurel Street

Dodge Street from River Street to Crill Ave

Morris Street from River Street to Crill Ave

## 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

*Purchased  
w/ in 30 days*

## 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**

(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.

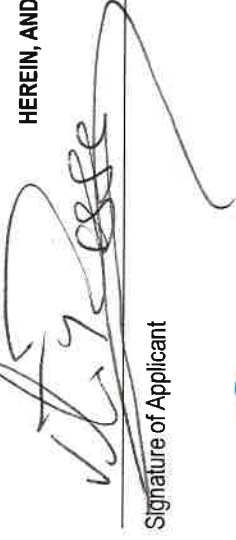
(Ord. No. 10-34, (Exh. 1), 12-9-2010)

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.

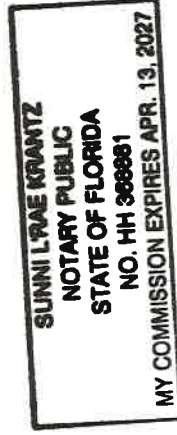
  
Signature of Applicant

8/9/2024  
Date

State of Florida County of Polk

The foregoing application is acknowledged before me this 9th day of August, 2024, by Vito Russo, 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 \_\_\_\_\_

**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.

*Vito Russo* \_\_\_\_\_  
Signature of Applicant \_\_\_\_\_  
Name of Facility being used *n/a*

*Vito Russo* \_\_\_\_\_  
Print Name of Applicant \_\_\_\_\_  
Date of Use *12/7/2024*

State of *Florida* County of *Polk*  
The foregoing application is acknowledged before me this *9th* day of *August*, 20*24*, by *Vito Russo*, who is personally known to me, or who has/have produced \_\_\_\_\_ as identification.

**NOTARY SEAL**

*[Signature]*  
Signature of Notary Public, State of *Florida*

SUNNI L'RAE KRANTZ  
NOTARY PUBLIC  
STATE OF FLORIDA  
NO. HH 366961  
MY COMMISSION EXPIRES APR. 13, 2027





will have 2 people  
at entrance / exit

**Legend**  
 T - Toilets  
 DT - Dining Tent

VENDOR AREA LAYOUT

T-Hcp

T

T

Drink

Beer

Drink

Food

Food

Food

Food

Food

Food

Drink

Food

Food

Food

Emmett Street

Green Rollouts

Grande Gables

DT

DT

DT

Wash

Dodge Street



**2024 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT**

**FILED**  
**Jan 30, 2024**  
**Secretary of State**  
**7405156753CC**

DOCUMENT# N18000000669

**Entity Name:** SOUTHSIDE HISTORICAL NEIGHBORHOOD ASSOCIATION, INC.

**Current Principal Place of Business:**

429 KIRBY STREET  
PALATKA, FL 32177

**Current Mailing Address:**

POST OFFICE BOX 2507  
PALATKA, FL 32178 US

**FEI Number:** 59-3719537

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

SHARBAUGH, RICHARD K ESQ.  
501 ATLANTIC AVENUE  
INTERLACHEN, FL 32148 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

|                 |                   |                 |                  |
|-----------------|-------------------|-----------------|------------------|
| Title           | PRES              | Title           | VP               |
| Name            | RUSO, VITO        | Name            | RULON, BILL      |
| Address         | 415 EMMETT STREET | Address         | 315 EMMETT ST    |
| City-State-Zip: | PALATKA FL 32177  | City-State-Zip: | PALATKA FL 32177 |
| Title           | SEC               | Title           | TREA             |
| Name            | TABOR, GRACE      | Name            | RULON, LINDA     |
| Address         | 618 EMMETT ST     | Address         | 315 EMMETT ST    |
| City-State-Zip: | PALATKA FL 32177  | City-State-Zip: | PALATKA FL 32177 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** VITO RUSSO

**PRESIDENT**

**01/30/2024**

Electronic Signature of Signing Officer/Director Detail

Date



## Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

|                    |                |                 |                        |
|--------------------|----------------|-----------------|------------------------|
| 85-8012696505C-9   | 11/30/2021     | 11/30/2026      | 501(C)(3) ORGANIZATION |
| Certificate Number | Effective Date | Expiration Date | Exemption Category     |

This certifies that

SOUTHSIDE HISTORICAL NEIGHBORHOOD  
ASSOCIATION  
429 KIRBY ST  
PALATKA FL 32177-5131

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

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.

**ADOPT RESOLUTION 2024-R-216 granting a special events permit to Sunshine State Bass Nation Tournament Series, Inc for Florida B.A.S.S. Nation Junior /High School Fall & North Regional qualifiers to be held on December 14 - 15, 2024**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

No road closures, Amplified sound

### **BACKGROUND**

BASS tournament

### **PROJECT ANALYSIS**

Special events team met and agreed upon request.

### **Staff Recommendation**

Adopt Resolution

### **ATTACHMENTS**

|    |                                       |
|----|---------------------------------------|
| 1. | 2024-r-216                            |
| 2. | Florida BASS _Qualifiers_ application |

**RESOLUTION NO. 2024-R-216**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
GRANTING A SPECIAL EVENTS PERMIT TO THE  
PUTNAM COUNTY COMMERCE FOR THE FLORIDA  
B.A.S.S NATION JUNIOR/HIGH SCHOOL FALL & NORTH  
REGIONAL QUALIFIERS TO BE HELD DECEMBER 14 –  
15, 2024; SETTING FORTH THE PROVISIONS OF THE  
PERMIT; GRANTING PERMISSION FOR AMPLIFIED  
SOUND; AND PROVIDING FOR SCRIVENER’S ERRORS**

**WHEREAS**, Sunshine State Bass Nation Tournament Series made an application to the City of Palatka for a special event permit for the Florida BASS Nation JR/ High School Fall & North Regional Qualifier’s; 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:** That Special Events Permit Florida BASS Nation JR/ High School Fall & North Regional Qualifier’s is hereby granted to Putnam County Commerce with the following provisions and stipulations:  
**a.** A Class “B” Special Events Permit is hereby granted for the event to be held on December 14 and 15, 2024 during the hours provided in the 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 14th day of November 2024.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



Date Received:

02/2024

Permit Classification:

B

## APPLICATION FOR SPECIAL EVENT

1. Primary Contact: David Driggers

Address: 101 Cardinal Lane

Email: ded3700@hotmail.com

Eustis, FL 32726

Phone: 407-455-3903

2. Secondary Contact: Scott Newell

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: 863-581-6019

3. Event Sponsor/Organization: Sunshine State Bass Nation Tournament Series, Inc

**Attach a certificate of Tax Exemption if applicable.**

4. Name of Event: Florida B.A.S.S. Nation Junior/High School Fall & North Regional Qualifiers

5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):

This event is for a Junior & High School bass Tournament. We are expecting around 100 boats both days of the tournament. This will bring in approximately 200 to 300 spectators each day of the weigh-in.

6. Event Location (911 Address): 319 River Street, Palatka, FL 32177

7. Road Closures: ex. St. Johns Avenue from First Street to Second Street

N/A

from \_\_\_\_\_ to \_\_\_\_\_

from \_\_\_\_\_ to \_\_\_\_\_

from \_\_\_\_\_ to \_\_\_\_\_

from \_\_\_\_\_ to \_\_\_\_\_

from \_\_\_\_\_ to \_\_\_\_\_

from \_\_\_\_\_ to \_\_\_\_\_

from \_\_\_\_\_ to \_\_\_\_\_

from \_\_\_\_\_ to \_\_\_\_\_

from \_\_\_\_\_ to \_\_\_\_\_

8. Onsite representatives during the event:

Name: David Driggers

Cell Phone: 407-455-3903

Name: Scott Newell

Cell Phone: 863-581-6019

9. Please fill in below for each day within the event.

Date(s) of Event:   Hours:   Amplified Sound:   Alcohol:   Attendance

Setup:

12/12-13/2024   9 am - 6 pm each day              to                         to                         to           

Event:

12/14/24   4:00 am to 6:00 pm              to                         to                        

12/15/24   4:00 am to 6:00 pm              to                         to                        

      /      /                    to                         to                         to                        

      /      /                    to                         to                         to                        

      /      /                    to                         to                         to                        

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      /      /                    to                         to                         to                        

Breakdown:

12/15/2024   5:00 pm to 6:00 pm              to                         to           

10. Basis of estimated peak attendance (i.e. tickets sold, historical attendance, etc.)

Historical attendance at previous events. Most will show up starting at 2:00 pm and stay for the weigh-in. Weigh-in should end around 5:30 pm each day.

11. Number and type of auxiliary vehicles/ equipment:

100 boats   Watercraft                Aircraft                Utility Vehicles/Golf Carts                Other:   30' stage trailer & 14' utility trailer

12. Any special effects or pyrotechnics (i.e. explosives, hazardous materials, discharging weapons, incendiary devices)? If yes, please describe and list contractor contact information.

Typically we set off 2 to 3 fireworks during the National Anthem. This is based on approval and weather.

Include date and time:

      /      /                    to                         to           

13. Will transport vehicles be utilized? If so, please describe.

14. Number of staff/ volunteer: Approx 10 Uniform identification: Florida BASS Nation Jerseys

### 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 # 92-3471922
- ☒ 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.

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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.

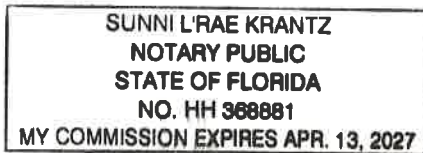
  
Signature of Applicant

2/23/2024  
Date

State of Florida County of Putnam

The foregoing application is acknowledged before me this 23 day of February, 2024, by David Driggers, who is personally known to me, or who has/have produced FL DL 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.**
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 GFCI 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, 5<sup>th</sup> 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.

**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

LAKEFRONT PARK NEAR Boat Ramp  
Name of Facility being used

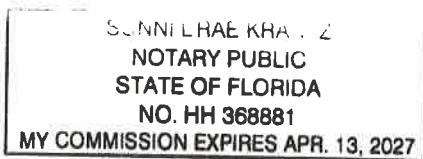
DAVID E. DRIGGERS  
Print Name of Applicant

12/12-15/2024  
Date of Use

State of Florida County of Putnam

The foregoing application is acknowledged before me this 23 day of Feb, 2024, by David Driggers, who is personally known to me, or who has/have produced FL DL as identification.

NOTARY SEAL



[Signature]  
Signature of Notary Public, State of Florida







**ADOPT RESOLUTION 2024-R-194 granting a special events permit to City of Palatka  
Community Affairs for Jingle Jam to be held on December 21, 2024**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

Road closures of Memorial from Laurel St. to St. Johns and 2nd St.

### **BACKGROUND**

Annual Christmas celebration, dj, food , vendors, fireworks, face paint, kid zone, pictures with Mr and Mrs Clause

### **PROJECT ANALYSIS**

Special events team met and agreed upon request. Community Affairs will present it to the Commissioners for approval.

### **Staff Recommendation**

ADOPT RESOLUTION

### **ATTACHMENTS**

|    |                             |
|----|-----------------------------|
| 1. | Jingle Jam 2024_resolution  |
| 2. | Jingle Jam 2024 application |

**RESOLUTION NO. 2024-R-215**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
GRANTING A SPECIAL EVENTS PERMIT TO  
COMMUNITY AFFAIRS FOR THE ANNUAL JINGLE JAM  
EVENT; SETTING FORTH THE PROVISIONS OF THE  
PERMIT; GRANTING PERMISSION FOR ROAD  
CLOSURES; AND PROVIDING FOR SCRIVENER'S  
ERRORS**

**WHEREAS** Community Affairs has made an application to the City of Palatka for a special event permit for Jingle Jam to be held on December 21, 2024; 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:** That Special Events Permit for Jingle Jam is hereby granted to Community Affairs following provisions and stipulations:

A Class "B" Special Events Permit is hereby granted for the event to be held on December 21, 2024.

- a. During the hours provided in the application.
- b. Road closures of St. Johns Ave. from 2nd Street to Memorial Parkway and Memorial from Reid St. 2nd St. 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 14<sup>th</sup> day of November 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: \_\_\_\_\_ Email: JCruz@Palatka-fl.gov  
 Phone: 386-213-0948
2. Secondary Contact: Courtney James  
 Address: \_\_\_\_\_ Email: CJames@Palatka-fl.gov  
 Phone: 386-916-5916
3. Event Sponsor/Organization: city of Palatka  
 Attach a certificate of Tax Exemption if applicable.
4. Name of Event: Jingle Jam
5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):  
vendors, food trucks, DJ, bounce house/ Kid zone  
Santa & Mrs. Clause, face paint  
fire works
6. Event Location (911 Address): \_\_\_\_\_
7. Road Closures: ex. St. Johns Avenue from First Street to Second Street  

|                 |      |                  |    |                |
|-----------------|------|------------------|----|----------------|
| <u>Memorial</u> | from | <u>Laurel St</u> | to | <u>Reid St</u> |
| _____           | 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: 386-213-0948  
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: 12/21/24 to 12/21/24 4:30 pm to 8:00 pm 8 pm Ø

Event: 12/21/24 12 pm to 8:30 pm to to to  
/ / to to to to  
/ / to to to to  
/ / to to to to  
/ / to to to to  
/ / to to to to  
/ / to to to to

Breakdown: 8:30 - 9:30  
12/21/24 6:00 pm to 6:00 pm to to

10. Basis of estimated peak attendance (i.e. tickets sold, historical attendance, etc.)

300-500

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.

Include date and time:

/ / : : to : : : : to : :

13. Will transport vehicles be utilized? If so, please describe.

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

(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)

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Signature of Applicant

10/24/24  
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

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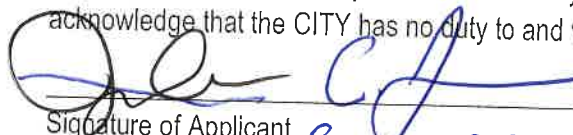
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**City of Palatka**  
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 River-front  
Signature of Applicant Name of Facility being used  
Jessica Cruz 12/21/24  
Print Name of Applicant Date of Use

State of Florida County of Polk

The foregoing application is acknowledged before me this 8th day of Nov, 2024, by Courtney James, who is personally known to me, or who has/have produced \_\_\_\_\_ as identification.

NOTARY SEAL



  
Signature of Notary Public, State of Florida

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.

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- (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.

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Courtney James  
Jessica Cruz, on behalf of  
City of Palatka Community Affairs  
(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] C. J.  
Signature

10/24/24  
Date

Jessica Cruz Courtney James  
Print Name

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

STATE OF FLORIDA  
COUNTY OF PUTNAM

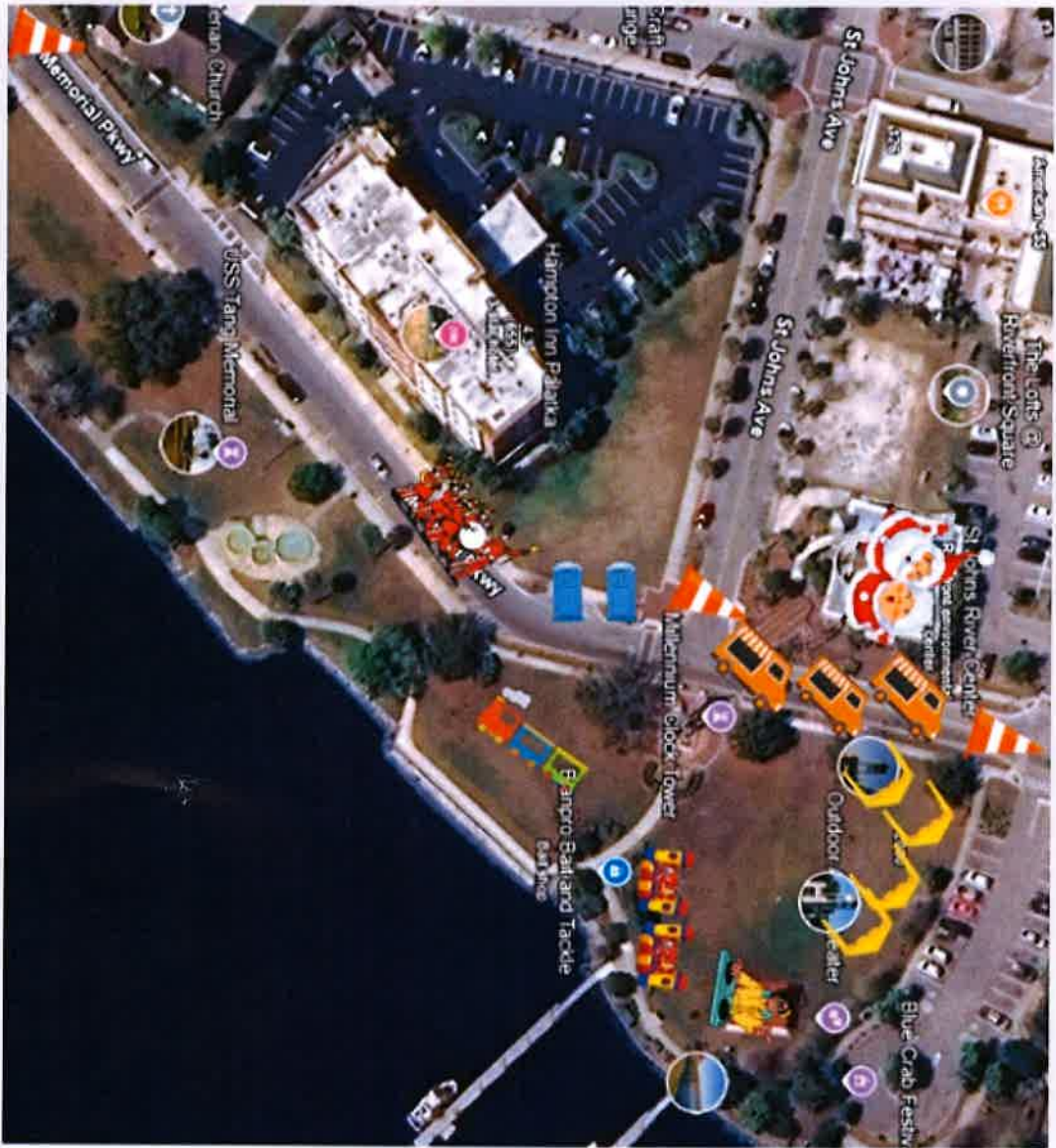
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization this 8th day of Nov. 2021, by Courtney James, to me personally known to be the person described in and who executed the foregoing instrument, or who produced appropriate identification, and acknowledged before me the execution of same.

[Signature]  
[Signature]  
Notary Public

My commission expires:

SUNNI L'RAE KRANTZ  
NOTARY PUBLIC  
STATE OF FLORIDA  
NO. HH 368881  
MY COMMISSION EXPIRES APR. 13, 2027





Food  
closures

food  
trucks

vendors

Pls w/ Santa

entertainment

kids zone

train  
ride

Port at Home

**ADOPT RESOLUTION 2024-R-217 granting a special events permit to Blue Crab Productions for  
Old Years Day to be held December 31, 2024  
Alcohol and amplified sound**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

Alcohol and amplified sound and road closures of St. Johns Ave. from 2nd street to Memorial Parkway and Memorial from Reid St 2nd Street.

### **BACKGROUND**

Music, alcohol, activities and fireworks

### **PROJECT ANALYSIS**

Special events team met and agreed upon request. Community Affairs will present it to the Commissioners for approval.

### **Staff Recommendation**

Adopt Resolution

### **ATTACHMENTS**

|    |                                |
|----|--------------------------------|
| 1. | Old Years Day 2024_resolution  |
| 2. | Old Years Day 2024_application |



**RESOLUTION NO. 2024-R-217**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
GRANTING A SPECIAL EVENTS PERMIT TO BLUE CRAB  
PRODUCTIONS FOR OLD YEARS DAY; SETTING FORTH  
THE PROVISIONS OF THE PERMIT; AND GRANTING  
PERMISSION FOR ROAD CLOSURES; AND PROVIDING  
FOR SCRIVENER’S ERRORS**

**WHEREAS**, Blue Crab Productions has made an application to the City of Palatka for a special event permit for a 2-day event Old Years Day to be held on December 31, 2024 and January 1, 2025; 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:** That Special Events Permit for Old Years Day is hereby granted to Blue Crab Productions with the following provisions and stipulations:

A Class “B” Special Events Permit is hereby granted for the event to be held on 12/31/2024 and 01/01/2025.

- a.** During the hours provided in the application.
- b.** Road closures of St. Johns Ave. from 2nd street to Memorial Parkway and Memorial from Reid St 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 14<sup>th</sup> day of November 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: Erin Hewes  
 Address: 117 N 2nd St Email: erin@bluecrabproductionsLLC.com  
Palatka, FL 32177 Phone: 386 916 7867

2. Secondary Contact: Jeremy Alexander  
 Address: 117 N 2nd St. Email: jeremy@dhclawyers.com  
Palatka, FL 32177 Phone: 386 972 7011

3. Event Sponsor/Organization: Blue Crab Productions

Attach a certificate of Tax Exemption if applicable.

4. Name of Event: Old Year's Day

5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts

displays, still motion picture production, etc.):

2 day event, music, activities, fireworks,  
Alcohol

6. Event Location (911 Address): Riverfront Park and 100 block of St. Johns

7. Road Closures: ex. St. Johns Avenue from First Street to Second Street  
St. Johns Ave from 2nd Street to Memorial PKwy  
Memorial PKwy from Reid Street to 2nd Street.

|       |            |          |
|-------|------------|----------|
| _____ | from _____ | to _____ |
| _____ | from _____ | to _____ |
| _____ | from _____ | to _____ |
| _____ | from _____ | to _____ |
| _____ | from _____ | to _____ |
| _____ | from _____ | to _____ |
| _____ | from _____ | to _____ |

8. Onsite representatives during the event:

Name: Erin Hewes

Cell Phone: 386 916 7867

Name: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

9. Please fill in below for each day within the event.

Date(s) of Event:   Hours:   Amplified Sound:   Alcohol:   Attendance

Setup:

12/31/24 :\_\_ to \_\_: 12:pm to 1:am :\_\_ to \_\_:

Event:

12/31/24 12 p to 1:a   12 p to 1:a   :\_\_ to \_\_:   \_\_\_\_\_

1/1/25 11:a to 11:p   11:a to 11p   12:p to 10:p   \_\_\_\_\_

\_\_\_\_/\_\_\_\_/\_\_\_\_ :\_\_ to \_\_:   :\_\_ to \_\_:   :\_\_ to \_\_:   \_\_\_\_\_

\_\_\_\_/\_\_\_\_/\_\_\_\_ :\_\_ to \_\_:   :\_\_ to \_\_:   :\_\_ to \_\_:   \_\_\_\_\_

\_\_\_\_/\_\_\_\_/\_\_\_\_ :\_\_ to \_\_:   :\_\_ to \_\_:   :\_\_ to \_\_:   \_\_\_\_\_

\_\_\_\_/\_\_\_\_/\_\_\_\_ :\_\_ to \_\_:   :\_\_ to \_\_:   :\_\_ to \_\_:   \_\_\_\_\_

\_\_\_\_/\_\_\_\_/\_\_\_\_ :\_\_ to \_\_:   :\_\_ to \_\_:   :\_\_ to \_\_:   \_\_\_\_\_

Breakdown:

1/2/25 8:a to 5:p   \_\_\_\_\_ to \_\_\_\_\_   \_\_\_\_\_ to \_\_\_\_\_

10. Basis of estimated peak attendance (i.e. tickets sold, historical attendance, etc.)

1,000

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.

Fire works - 

Include date and time:

1/1/25 midnight to \_\_\_\_\_

13. Will transport vehicles be utilized? If so, please describe.

N/A

14. Number of staff/ volunteer: 8   Uniform identification: 1 an yard with company logo

## 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**





(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, l(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

8/23/24  
Date

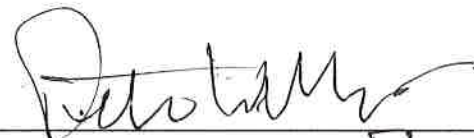
State of Florida County of Putnam

The foregoing application is acknowledged before me this 23 day of August, 2024 by R. Erin Hewes, who is personally known to me, or who has/have produced \_\_\_\_\_ as identification.

**NOTARY SEAL**



**PETER WILLOTT**  
Notary Public  
State of Florida  
Comm# HH349690  
Expires 1/12/2027

  
Signature of Notary Public, State of Fla.

**APPLICATION APPROVED**

\_\_\_\_\_  
Special Events Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Date

**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.

|                                                                                                                        |                                                                |
|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <br>_____<br>Signature of Applicant | <u>Riverfront Park</u><br>_____<br>Name of Facility being used |
| <u>R. Erin Hewes</u><br>_____<br>Print Name of Applicant                                                               | <u>12/31/24 - 1/1/25</u><br>_____<br>Date of Use               |

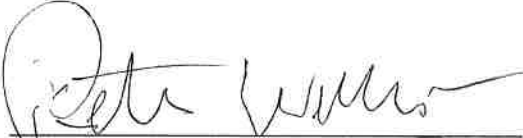
State of Florida County of Putnam

The foregoing application is acknowledged before me this 23 day of August, 2024; by R. Erin Hewes, who is personally known to me, or who has/have produced \_\_\_\_\_ as identification.

**NOTARY SEAL**



**PETER WILLOTT**  
Notary Public  
State of Florida  
Comm# HH349690  
Expires 1/12/2027

  
\_\_\_\_\_  
Signature of Notary Public, State of Fla.



## 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, 5<sup>th</sup> 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.



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.

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, R. Erin Hewes, 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.

R. E. Hewes  
Signature

8/23/24  
Date

R. Erin Hewes  
Print Name

Director  
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 13 day of Sep, by Erin Hewes, 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.

Linda Fuller  
Notary Public

My commission expires:



**ADOPT RESOLUTION 2024-R-231 granting a special events permit to The Putnam County Chamber of Commerce for Bassmaster Elite Series Tournament and the 76th Azalea Festival (Angelers and Azaleas) to be set up and held on February 16–23, 2025**  
**Requesting amplified sound and alcohol**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

The Putnam County Chamber of Commerce is requesting a special events permit for a combined Bassmasters Elite Tournament and 76th Annual Azalea Festival.  
The permit will give authorization for road closures, amplified sound, and sale of alcohol.

### **BACKGROUND**

Vendors, Kids zone, food trucks, local merchants, live music, beer and boats.

### **PROJECT ANALYSIS**

Special events team met and agreed upon request.

### **Staff Recommendation**

Adopt Resolution

### **ATTACHMENTS**

|    |                                                           |
|----|-----------------------------------------------------------|
| 1. | Bassmaster Elite and Azalea Festival Feb 2025_Resolution  |
| 2. | Bassmaster Elite and Azalea Festival Feb 2025_application |

**RESOLUTION NO. 2024-R-231**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
GRANTING A SPECIAL EVENTS PERMIT TO THE  
PUTNAM COUNTY COMMERCE FOR THE BASSMASTER  
ELITE SERIES TOURNAMENT AND THE 76<sup>TH</sup> ANNUAL  
AZALEA FESTIVAL (ANGELERS AND AZALEAS)  
FEBRUARY 16 – 23, 2025; SETTING FORTH THE  
PROVISIONS OF THE PERMIT; GRANTING PERMISSION  
FOR ROAD CLOSURES; AND PROVIDING FOR  
SCRIVENER’S ERRORS**

**WHEREAS**, The Putnam County Chamber of Commerce has made an application to the City of Palatka for a special event permit for Bassmaster Elite Series Tournament and 76th Azalea Festival to be held on February 21-23, 2025; 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:** That Special Events Permit for Bassmaster Elite Series Tournament and 76th Azalea Festival (Angelers and Azaleas) is hereby granted to The Putnam County Commerce with the following provisions and stipulations:

- a.** A Class “A” Special Events Permit is hereby granted for the event to be set up and held on February 16 – 23, 2025 during the hours provided in the application.
- b.** Road closures of Memorial Parkway, From Laurel to Saint Johns Ave. to 7<sup>th</sup> Street on the date and time as noted on the Permit Application.
- c.** Sale of alcohol during February 21 – 23, 2024 during to 11:00 AM - 9:00 PM.

**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 14th day of November 2024.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



Date Received: 10/7  
Permit Classification: A

## APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Julie Linton  
Address: 1100 Reid Street  
Palatka, FL 32177  
Email: julie@chamberpc.com  
Phone: 386-546-6650
2. Secondary Contact: Kathy Griffin  
Address: 423 St. Johns Ave  
Palatka, FL 32177  
Email: kmg15@att.net  
Phone: 904-571-0194
3. Event Sponsor/Organization: Putnam County Chamber of Commerce

Attach a certificate of Tax Exemption if applicable.

4. Name of Event: Bassmaster Elite Series Tournament & 76th Azalea Festival (Anglers & Azaleas)
5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):

Vendors, Displays, Kids Zone Carnival, Food Trucks & vendors,  
Local Merchants, Live Music, Beer Tents (3), Boat Launch and  
Weigh-in activities.

6. Event Location (911 Address): 102 N. 1st Street (Riverfront, City Dock) to 7th Street

7. Road Closures: ex. St. Johns Avenue from First Street to Second Street  

|                             |                          |                                                  |
|-----------------------------|--------------------------|--------------------------------------------------|
| <u>N. 1st/Memorial Pkwy</u> | from <u>Reid Street</u>  | to <u>Laurel (2/16/25 PM)</u>                    |
| <u>Memorial Parking Lot</u> | from <u>(2/16/25 AM)</u> | to <u>(2/23/25 PM)</u>                           |
| <u>Roundabout</u>           | from <u>(2/20/25 AM)</u> | to <u>(2/23/25 PM)</u>                           |
| <u>City Dock</u>            | from <u>(2/20/25 AM)</u> | to <u>(2/23/25 PM)</u>                           |
| <u>River Street</u>         | from <u>Hotel</u>        | to <u>Laurel (2/20/25 - 2/21/25 AM &amp; PM)</u> |
| <u>Laurel</u>               | from <u>Emmett</u>       | to <u>5th (2/20/25 - 2/21/25 AM &amp; PM)</u>    |
| <u>St. Johns Ave</u>        | from <u>Memorial</u>     | to <u>2nd (2/17/25 - 2/23/25)</u>                |
| <u>Memorial</u>             | from <u>Reid Street</u>  | to <u>2nd (2/22/25 - 2/23/25)</u>                |
| <u>St Johns Ave</u>         | from <u>Memorial</u>     | to <u>7th (2/21 (5 PM), 22 &amp; 23)</u>         |
| <u>2nd Street</u>           | <u>Reid St</u>           | <u>Short Laurel (2/22+23)</u>                    |
| <u>3rd Street</u>           | <u>St Johns</u>          | <u>Oak (2/22+23)</u>                             |
| <u>3rd Street</u>           | <u>Reid St.</u>          | <u>St. Johns Ave (2/22+23)</u>                   |

8. Onsite representatives during the event:

Name: Julie Linton

Cell Phone: 386-546-6650

Name: Kathy Griffin

Cell Phone: 904-571-0194

9. Please fill in below for each day within the event.

Date(s) of Event: Hours: Amplified Sound: Alcohol: Attendance

**Setup:**

2/16/25 : 8 am to 5 pm : : to : : to :  
 + 2/21/25 5 pm to 10 pm (St. Johns Ave)

**Event:**

|                               |                                               |                      |              |
|-------------------------------|-----------------------------------------------|----------------------|--------------|
| <u>2/20/25</u> : 4 am to 6 pm | <u>6 am 7:30 am</u><br><u>3 pm to 5:30 pm</u> | : to :               | <u>500</u>   |
| <u>2/21/25</u> " to: "        | <u>11</u> to <u>11</u>                        | <u>12 pm to 5 pm</u> | <u>500</u>   |
| <u>2/22/25</u> 4 am to 4 pm   | <u>12 pm to 8 pm</u>                          | <u>12 pm to 8 pm</u> | <u>1000+</u> |
| <u>2/23/25</u> 4 am to 9 am   | <u>12 pm to 9 pm</u>                          | <u>1 pm to 8 pm</u>  | <u>1000+</u> |
| <u>/ /</u> : to :             | : to :                                        | : to :               |              |
| <u>/ /</u> : to :             | : to :                                        | : to :               |              |
| <u>/ /</u> : to :             | : to :                                        | : to :               |              |

**Breakdown:**

2/23/25 : 5 to 8 pm : to : : to :  
2/24/25 8 am to 4:30 pm

10. Basis of estimated peak attendance (i.e. tickets sold, historical attendance, etc.)

5 - 12 K

11. Number and type of auxiliary vehicles/ equipment:

110 Watercraft          Aircraft 6 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.

Include date and time:

/ / : to : : to :

13. Will transport vehicles be utilized? If so, please describe.

14. Number of staff/ volunteer: 30

Uniform identification: A2 - yes T shirts & bags

## 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**

# Certificate of Flame Resistance



Registered Application  
Number:  
F-122.03



Issued By:  
**Norfolk Tent Company**  
Norfolk, Virginia 23502

Date of Manufacture:  
May 2004

Manufacturer Order No:  
11909

This is to certify that materials described below have been flame-retardant treated or are inherently non-flammable and were supplied to:

Name: Tables and Tents

City and State: San Mateo, Florida

Type, Color, and Weight of Materials:  
14oz Herculite Architent - White

Certification is hereby made that:

☒

The articles described on this certificate are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

☐

The articles described on this certificate have been treated with a flame-retardant chemical approved by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California.  
Chemical: \_\_\_\_\_ Method of Application: \_\_\_\_\_

The Flame Retardant Process Used WILL NOT be removed by washing.

Description of Items Certified: 30 x 40 Flex Frame Tent - White

Applicator of Flame Resistant Finish:  
Herculite Corporation

Norfolk Tent Company Authorized Representative:





## Certificate of Flame Resistance



Issued By:  
**Norfolk Tent Company**  
Norfolk, Virginia 23513

Date of Manufacture:  
DEC 2015

Manufacturer Order No:  
5436

Registered Application  
Number:  
F-92001  
NFPA-701 PASSED

This is to certify that materials described below have been flame-retardant treated or are inherently non-flammable and were supplied to:

Name: **MARIES TABLES AND TENTS**

City and State: **PALATKA, FL 32177**

Type, Color, and Weight of Materials:

16oz. WHITE Blackout Gloss Architent VT

Certification is hereby made that:

☒

The articles described on this certificate are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use



The articles described on this certificate have been treated with a flame-retardant chemical approved by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California.

Chemical: \_\_\_\_\_

Method of Application: \_\_\_\_\_

The Flame Retardant Process Used WILL NOT be removed by washing.

Description of Items Certified: (1) 20x 40 4-Piece Flex Frame Tent Top. Includes: (1)20x10 Male End (1) 20x10 Female End and (2) 20x10 Middle Sections - 16oz White Blockout Gloss Architent Vinyl. NOTE: This tent can be set up as a: 20x20, 20x30 or 20x40.

Applicator of Flame Resistant Finish  
**HERCULITE MANUFACTURING, INC.**  
EMIGSVILLE, PA 17318

Norfolk Tent Company Authorized Representative.

*Lisa Trainor*

# tentnology®

International Tentnology Corp.

15427 - 66<sup>th</sup> Ave.

Surrey, BC, Canada V3S 2A1

tel: 604 597-8368 fax: 604 597-8749

TO WHOM IT MAY CONCERN

## FLAME RETARDANCY

This is to certify that the fabric used to manufacture Tentnology® Marquee, Saddle Span, Mega and Max Headroom tents and fabric structures satisfies the following specifications for flame retardancy:

ULC S109 M 1987

NFPA 701 Large Scale Test

State of California Fire Marshall

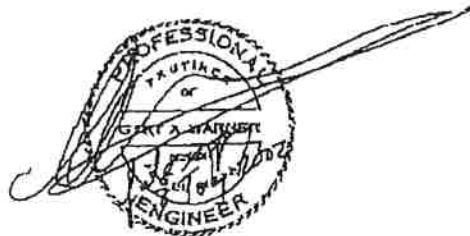
Underwriters Laboratory - Method 214

National Coal Board Specification 245/1961 for flame retardancy

Tentnology® tents with Tentnology original manufactured parts display the flame certificate on the label for the first two of these - Underwriter's Laboratory and National Fire Prevention Association.

Mega tents also satisfy European M2 requirements & display the mark on the selvage edge of the fabric seams.

Yours truly,  
TENTNOLOGY CO.



toll free Order line Canada & USA 1 800-663-8858

international + 800-627-7837

[tent@tentnology.com](mailto:tent@tentnology.com)

<http://www.tentnology.com>

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.

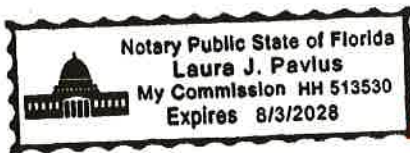
Julie Linton  
Signature of Applicant

10/7/24  
Date

State of Florida County of Putnam

The foregoing application is acknowledged before me this 7<sup>th</sup> day of October, 2024, by Julie Linton, who is personally known to me, or who has/have produced Driver's license as identification.

NOTARY SEAL



[Signature]  
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.**
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, 5<sup>th</sup> 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.

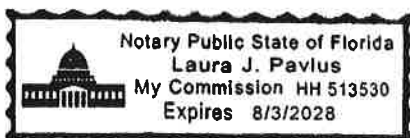
The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledge that the CITY has no duty to and will not provide supervision during the activity.

|                                                      |                                                  |
|------------------------------------------------------|--------------------------------------------------|
| <u><i>Julie Linton</i></u><br>Signature of Applicant | <u>Riverfront</u><br>Name of Facility being used |
| <u>Julie Linton</u><br>Print Name of Applicant       | <u>10/7/24</u><br>Date of Use                    |

State of Florida County of Putnam

The foregoing application is acknowledged before me this 7<sup>th</sup> day of October, 20 24, by Julie Linton, who is personally known to me, or who has/have produced Driver's license as identification.

**NOTARY SEAL**



*[Signature]*  
Signature of Notary Public, State of Florida



**ADOPT RESOLUTION 2024-R-238 authorizing the emergency purchase of an Aeration Tower for the Water Treatment Plant in an amount not to exceed \$45,532.60 (to be funded by the Water Treatment Plant Capital Outlay budget)**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

Purchase an Aeration Tower due to emergency need.

### **BACKGROUND**

The Water Treatment Plant has two scrubber towers/aeration towers, but both are disabled. As a result, the water has a bad, foul smell because the inability to scrub hydrogen sulfide from the water, It is not harmful but it is not pleasing to residents. The Department is receiving numerous continual daily complaints.

### **PROJECT ANALYSIS**

As Interim City Manager, in my opinion, this matter constitutes an emergency which needs to bypass the solicitation of bids, as required by the Purchasing Policy, instead, I have authorized the Water

Treatment Plant to secure three (3) quotes for repair of the aeration tower (see attached)

-Marcia G. Carty, CPA, CGFO

The Water Treatment Plant Superintendent, Shawn Bruneau, has advised there is funding in the Water Treatment Plant's capital outlay funds in the 2024-25 budget for the purchase.

### **Staff Recommendation**

Adopt resolution.

### **ATTACHMENTS**

|    |                                                                                                                        |
|----|------------------------------------------------------------------------------------------------------------------------|
| 1. | 2024-R-238 PURCHASE OF ONE AERATION TOWER FOR THE PALATKA WATER TREATMENT PLANT DECLARING AN EMERGENCY FOR PROCUREMENT |
| 2. | coast quote towers                                                                                                     |
| 3. | power temp fix aeration                                                                                                |
| 4. | all ino ne quote towers                                                                                                |



**RESOLUTION NO. 2024-R-238**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE PURCHASE OF ONE AERATION TOWER FOR THE CITY OF PALATKA WATER TREATMENT PLANT; DECLARING AN EMERGENCY FOR PROCUREMENT DUE TO THE INABILITY TO SCRUB HYDROGEN SULFIDE FROM THE WATER; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS TO SECURE THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palatka maintains a Purchasing Policy that generally requires competitive bid solicitation on goods and services valued over \$25,000; and

**WHEREAS**, the City of Palatka Purchasing Policy provides that emergency purchases may be made without adhering to the standard solicitation procedures when a delay would be detrimental to the health, safety, and welfare of the City and/or its citizens, including situations where immediate repairs are needed to prevent further damage to public property; and

**WHEREAS**, the Water Treatment Plant of the City of Palatka relies on two scrubber/aeration towers to effectively remove hydrogen sulfide from the water supply; however, both towers are currently disabled, resulting in water with a foul odor that, while not harmful, has caused significant displeasure among residents; and

**WHEREAS**, as a result of this condition, the Department is receiving numerous, continual daily complaints from residents regarding the water's unpleasant smell; and

**WHEREAS**, the Interim City Manager of the City of Palatka has determined that the immediate purchase of a replacement aeration tower constitutes an emergency due to the essential need for this equipment to restore water quality and improve residents' satisfaction with the City's water services; and

**WHEREAS**, in response to this urgent need, the Water Treatment Plant has obtained three quotes for the aeration tower, with the lowest quote received from Power & Pumps in the amount of \$45,532.60; and

**WHEREAS**, the City Commission finds it to be in the best interests of the City and its residents to authorize this emergency purchase in order to promptly address the water quality issue and reduce further resident complaints.

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

Section 1. Authorization of Purchase. The City Commission hereby authorizes the purchase of one aeration tower for the City of Palatka Water Treatment Plant from Power & Pumps in the amount of \$45,532.60.

Section 2. Declaration of Emergency. The City Commission declares that the need for this aeration tower constitutes an emergency procurement due to the Water Treatment Plant's inability to scrub hydrogen sulfide from the water, resulting in a foul odor that significantly impacts resident satisfaction and well-being.

Section 3. Authorization to Execute Documents. The City Commission hereby authorizes the City Manager to execute any documents necessary to secure the purchase of the aeration tower from Power & Pumps and to take any additional actions as may be necessary to implement this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

Section 5. Scrivener’s Errors. 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 14TH day of November, 2024.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



ENGINEERED PRODUCTS DIVISION

# QUOTATION

2690 W. Airport Blvd. Sanford, FL 32771

Phone: 407-330-4662

Fax: 407-323-8811

ACC#

Date: 11/8/2024

Page 1 of 1

To: Brian McCann

Ph: 386-329-0157

E-mail: bmccann@palatka-fl.gov

Company: City of Palatka

From: JIM GOLDEN E-mail: jgcoastpump@gmail.com

## QUOTE ACCEPTANCE

(AUTHORIZED SIGNATURE)

(PRINT AUTHORIZED NAME)

(DATE SIGNED & PO #)

Customer Supplied Information:

| QTY. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                | UNIT PRICE   | NET PRICE    |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|
| 1    | <p>CMHR-18 Repair to include: Installation of shaft, bearing, seal, impeller, alignment, test and fiberglass repair of the housing.</p> <p>THE ABOVE <b>DOES NOT</b> INCLUDE FREIGHT OR TAX (IF APPLICABLE). PLEASE ADVISE, ON HOW TO PROCEED.</p> <p>TERMS: PWO (PAYMENT WITH ORDER)<br/>DELIVERY: 12-14 WEEKS. SUBJECT TO PRIOR SALE</p> | \$ 61,458.63 | \$ 61,458.63 |

- THIS QUOTED PRICE WILL REMAIN VALID FOR **30 DAYS**.
- **BEFORE** ANY ORDER CAN BE PLACED, THIS QUOTATION **MUST BE SIGNED AND FAXED BACK** TO COAST PUMP.
- FREIGHT CHARGES AND SALES TAX (IF APPLICABLE) ARE NOT INCLUDED IN THE QUOTED PRICE.
- **SPECIAL** (NON STOCK ITEMS) ORDERS ARE SUBJECT TO REVIEW BEFORE RETURN AUTHORIZATION.
- A RESTOCKING FEE AND FREIGHT CHARGES WILL BE CHARGED, FOR ALL ITEMS RETURNED OR CANCELLED.
- **NO RETURNS** ON ELECTRICAL PARTS, MECHANICAL SEALS, AND SPECIAL C.O.D. ORDERS

\* THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR PROJECT \*



803 N Myrtle Ave  
Jacksonville, FL 32204-1033  
Phone 904.356.5881

# QUOTATION

Quote Expires On: 12/01/2024

|              |        |
|--------------|--------|
| Quote Number |        |
| 1438297      |        |
| Quote Date   | Page   |
| 11/07/2024   | 1 of 1 |

**Bill To:**

CITY OF PALATKA  
201 N. 2ND STREET  
PALATKA, FL 32177  
US

**Ship To:**

CITY OF PALATKA SEWER PLANT  
3010 BROWNS LANDING RD  
PALATKA, FL 32177

386-329-0100

Customer ID: 1063913

Requested By: BRIAN MCCANN

| Customer Reference / RFQ #        |           |           |                 | Terms            | Quoted By      |                |
|-----------------------------------|-----------|-----------|-----------------|------------------|----------------|----------------|
| CMHR-18 FAN REPAIR & INSTALLATION |           |           |                 | Net 30           | MICHAEL.ROONEY |                |
| Quantities                        |           |           |                 | Item ID          | Unit Price     | Extended Price |
| Quantity                          | Allocated | Remaining | Unit Of Measure | Item Description |                |                |

**Order Note:** NO MATERIALS OR SERVICES EXCEPT WHAT IS  
ON THIS QUOTE TO BE PROVIDED

**Delivery Instructions:** BEST WAY GROUND PPD & ALLOW \* FOB FACTORY \* PLEASE ALLOW 3 WEEKS FOR  
THE PARTS TO SHIP ARO PENDING PRIOR SALES OR SUPPLY CHAIN ISSUES

|                                                                                                                                                               |      |      |    |                    |          |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|----|--------------------|----------|----------|
| 1.00                                                                                                                                                          | 0.00 | 1.00 | EA | <b>CMHR-18 FAN</b> | 45532.60 | 45532.60 |
| REPAIR AND INSTALLATION                                                                                                                                       |      |      |    |                    |          |          |
| INCLUDES: LABOR TO INSTALL NEW SHAFT,<br>BEARINGS, SEAL, IMPELLER AND ALIGN SHAFT,<br>TEST, PLUS CUSTOM FIBERGLASS REPAIR OF<br>DAMAGE TO THE BLOWER HOUSING. |      |      |    |                    |          |          |

Total Lines: 1

**SUB-TOTAL:** 45,532.60

**TAX:** 0.00

**AMOUNT DUE:** 45,532.60

NOTE: Modified products are non-returnable/non-cancellable.

All freight claims and discrepancies must be brought to the shipper's attention within 24 hours of receipt of product.

All returns must have prior approval. All returns are subject to a minimum 25% restock fee.

Decontamination forms must be completed and signed by the customer before return of product to Power & Pump - Jacksonville

Every sale of goods or performance of services by POWER & PUMPS, INC. (P&P), a Division of Motion and Control Enterprises, LLC (MCE) is exclusively subject to, and expressly conditioned upon, your acceptance of the terms in this Order Acknowledgement and MCE's Terms and Conditions, which are available at <https://mceautomation.com/terms-conditions> and made a part of this agreement as if fully set forth herein. Acceptance of goods or services shall constitute conclusive acceptance of MCE's Terms and Conditions. Any proposed terms and conditions that purport to conflict with, alter, differ from, or add to MCE's Terms and Conditions are hereby specifically objected to and are not a part of any order or agreement unless specifically agreed to in a signed writing by an authorized representative of POWER & PUMPS, INC. (P&P), a Division of Division of Motion and Control Enterprises, LLC (MCE)

Credit Card Convenience Notice: A convenience fee of 3% will be charged for each credit card transaction processed.



**ADOPT RESOLUTION 2024-R-206 authorizing the City's Youth Ambassadors to host a canned food drive as its community service project for 2024-25**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

The City's Youth Ambassadors have submitted an agenda request to obtain permission from the City to host a canned food drive by placing boxes for donations at City facilities and events.

### **BACKGROUND**

The City's Youth Ambassador Program, founded in April 2022, annually participates in a community service project of their choosing. This item was tabled at the October 24th City Commission meeting.

### **PROJECT ANALYSIS**

Staff is willing to assist the Youth Ambassadors with providing locations for boxes for canned food donations. The City's Public Information officer is willing to assist with promotional materials.

### **Staff Recommendation**

Adopt Resolution.

### **ATTACHMENTS**

|    |                                                                                        |
|----|----------------------------------------------------------------------------------------|
| 1. | 2024-R-206 Youth Ambassador Program Annual Community Service Project Canned Food drive |
| 2. | 2024.10.10 Youth Ambassador Program Canned Food Drive                                  |

**RESOLUTION NO. 2024-R-206**

**A RESOLUTION OF THE CITY OF PALATKA  
AUTHORIZING THE CITY’S YOUTH AMBASSADORS TO  
HOLD A CANNED FOOD DRIVE FOR THEIR  
COMMUNITY SERVICE PROJECT FOR THE 2024-25  
SCHOOL YEAR; ACCEPT DONATIONS FOR NON-  
PERISHABLE FOOD ITEMS; AND PROVIDING FOR  
SCRIVENER’S ERRORS**

**WHEREAS**, the Youth Ambassador Program was formed by the City Commission on April 14, 2022; and

**WHEREAS**, the Youth Ambassadors, as part of their program, undertake a project each year to benefit our community; and

**WHEREAS**, for the current year, the Youth Ambassadors have chosen to organize a non-perishable food drive as their community service project; and

**WHEREAS**, the Youth Ambassadors have sought permission from the City to place donation boxes for the canned food drive at City facilities and events.

**NOW, THEREFORE**, be it resolved by the Palatka City Commission that:

1. The Youth Ambassadors are granted permission to place donation boxes for the canned food drive at each City facility, effective immediately upon adoption of this resolution.
2. The City Manager, Clerk, and Community Affairs Director are directed to coordinate with the Youth Ambassador Program to facilitate the placement of donation boxes at designated City facilities and events.
3. The City’s Public Information Officer shall assist the Youth Ambassadors with promotional efforts for the canned food drive.
4. The Youth Ambassadors are authorized to donate the food collected to Feed the Need or, if they will not accept the donations, another local nonprofit organization within Putnam County.
5. 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 14<sup>th</sup> day of November 2024.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



Regular meetings 2<sup>nd</sup> and 4<sup>th</sup> 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 2<sup>nd</sup> and 4<sup>th</sup> 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. 2<sup>nd</sup> 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:** Youth ambassador program

**Address:** 201 N 2nd St **e-mail** bgibbs@palatka-fl.gov

**Daytime Phone** 386-329-0100 **Other ph.** \_\_\_\_\_ **Fax** \_\_\_\_\_

**\*Requested meeting date:** 10/10/2024

☒ **Request for Commission Action;** OR ☐ **Presentation Only; no action required**

**Subject Matter you wish to address:** permission for community service project/ food drive

(attach additional sheet if necessary)

**Commission Action Requested, if any:** commission approval to accept food at city properties and events

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

201 N. 2<sup>nd</sup> STREET • PALATKA, FLORIDA • 32177

PHONE: 386-329-0100

www.palatka-fl.gov

FAX: 386-329-0106



**ADOPT RESOLUTION 2024-R-194 authorizing the designation of the Live Oak at Riverfront Park as a Liberty Tree to make the 250th anniversary of the American Revolution - requestors: St. Augustine Chapter of the Sons of the American Revolution and the William Bartram Chapter of the Daughters of the American Revolution**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

The St. Augustine Chapter of the Sons of the American Revolution and the William Bartram Chapter of the Daughters of the American Revolution request the dedication of a Liberty Tree at the City of Palatka's James C. Godwin Riverfront Park. The request includes the installation of a stone memorial and plaque at the base of the tree to commemorate its significance and the legacy of the American Revolution.

### **BACKGROUND**

The National Society of the Sons of the American Revolution (NSSAR) has initiated the 250th SAR Liberty Tree Program to celebrate the 250th anniversary of the American Revolution by encouraging the dedication of 250 Liberty Trees across the U.S. by July 4, 2026. The original Liberty Tree, a historic elm in Boston, symbolized resistance to British rule and freedom, becoming a lasting emblem of liberty. The City's James C. Godwin Riverfront Park is deemed a fitting location for this dedication due to its significance and accessibility, with the live oak south of the Submarine Memorial selected for its symbolism of resilience and strength.

A video showing the location of the Tree can be found on Youtube:  
<https://www.youtube.com/watch?v=lsfEH-OqC4U>

### **PROJECT ANALYSIS**

**Tree Selection:** The live oak tree at James C. Godwin Riverfront Park has been identified by the applicant as an ideal Liberty Tree due to its size, strength, and location within a publicly accessible area.

**Educational Impact:** Dedicating a Liberty Tree with a memorial plaque would serve to educate the public about the values and history of the American Revolution, promoting patriotism and liberty.

**Community Involvement:** A public dedication ceremony will engage local civic organizations, veterans' groups, historical societies, and the broader community, fostering a sense of shared

heritage.

Financial Responsibility: Staff would recommend that the requesting organizations (the St. Augustine Chapter of the Sons of the American Revolution and the William Bartram Chapter of the Daughters of the American Revolution) bear the cost of the stone memorial and plaque installation and any future replacement if needed.

**Staff Recommendation**

Adopt Resolution.

**ATTACHMENTS**

|    |                                                                                                                                                        |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | 2024-R-194 THE DEDICATION OF A LIBERTY TREE AND STONE MEMORIAL AT JAMES C. GODWIN RIVERFRONT PARK Sons of the American Revolution Daughters of the Ame |
| 2. | Resolution Exhibit A                                                                                                                                   |
| 3. | The Liberty Tree Project                                                                                                                               |
| 4. | Information on the Liberty Tree Project                                                                                                                |
| 5. | Agenda Request 2024.11.14 Sons and Daughters of the American Revolution Liberty Tree Memorial                                                          |

**RESOLUTION 2024-R-194**

**A RESOLUTION OF THE CITY OF PALATKA,  
AUTHORIZING THE DEDICATION OF A LIBERTY TREE  
AND STONE MEMORIAL AT JAMES C. GODWIN  
RIVERFRONT PARK, AND PROVIDING FOR  
SCRIVENER'S ERRORS**

**WHEREAS**, the City of Palatka recognizes the historical and educational importance of honoring the memory of the American Revolution and the sacrifices made by Patriots who fought for the freedom and independence of what would become the United States of America; and

**WHEREAS**, the National Society of the Sons of the American Revolution (NSSAR) has launched the 250th SAR Liberty Tree Program, encouraging the dedication of 250 Liberty Trees across the United States by July 4, 2026, to mark the 250th anniversary of the American Revolution; and

**WHEREAS**, the original Liberty Tree, an elm that stood in Boston from 1646 to 1775, served as a rallying point and symbol of resistance against British rule, ultimately becoming an enduring symbol of freedom; and

**WHEREAS**, the dedication of Liberty Trees throughout the United States is intended to educate the public on the importance of the American Revolution and the foundational values of liberty and patriotism; and

**WHEREAS**, the City of Palatka's James C. Godwin Riverfront Park provides a fitting location for a Liberty Tree, thereby symbolizing the City's commitment to remembering and honoring all those who have served in the cause of freedom; and

**WHEREAS**, the live oak tree south of the Submarine Memorial within the James C. Godwin Riverfront Park is a majestic and enduring symbol of resilience, strength, and growth and is well-suited to serve as a Liberty Tree dedicated to this important commemoration; and

**WHEREAS**, the dedication of this Liberty Tree and the placement of a stone memorial at its base have been requested by the St. Augustine Chapter of the Sons of the American Revolution and the William Bartram Chapter of the Daughters of the American Revolution; and

**WHEREAS**, this matter was formally presented to the City Commission of the City of Palatka at its meeting on November 14, 2024; and

**WHEREAS**, a graphic showing the location of the designated Liberty Tree within James C. Godwin Riverfront Park is attached hereto as Exhibit A;

**NOW, THEREFORE**, be it resolved by the City Commission of the City of Palatka, Florida:

- 1) Dedication of Liberty Tree. The live oak tree south of the Submarine Memorial at James C. Godwin Riverfront Park is hereby designated as an official Liberty Tree in commemoration of the 250th anniversary of the American Revolution.
- 2) Purpose of Dedication. This Liberty Tree dedication aims to educate the public on the significance of the American Revolution, honor the sacrifices made by the Patriots, and inspire future generations with the values of liberty, selflessness, and patriotism.
- 3) Installation of Stone Memorial and Plaque. The City of Palatka authorizes the installation of a stone memorial/dedication plaque at the base of the Liberty Tree to serve as a permanent marker commemorating the tree's significance and the historical legacy of the American Revolution. The cost of the stone memorial and plaque shall be borne by the requestors, the St. Augustine Chapter of the Sons of the American Revolution and the William Bartram Chapter of the Daughters of the American Revolution, and in the event replacement is necessary in the future, the requestors shall pay the cost.
- 4) Public Ceremony. A dedication ceremony will be held at James C. Godwin Riverfront Park to commemorate the establishment of the Liberty Tree, with participation from local civic organizations, veterans' groups, historical societies, and community members. The

requestors, the St. Augustine Chapter of the Sons of the American Revolution and the William Bartram Chapter of the Daughters of the American Revolution, shall coordinate a special events permit through the City’s Community Affairs Department.

- 5) Scrivener’s Errors. 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 14<sup>th</sup> day of November 2024.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



# The Liberty Tree Project

Palatka, Florida

The U.S. Semiquincentennial Commission was established by Congress in July of 2016 to inspire all Americans to participate in our greatest milestone ever—the 250th Anniversary of the founding of the United States which will occur on July 4, 2026.

The journey toward this historic milestone is an opportunity to pause and reflect on our nation's past, honor the contributions of all Americans, and look ahead toward the future we want to create for the next generation and beyond.

# What is the Liberty Tree?

- ▶ One of the first symbols of freedom in our country is the Liberty Tree. The original was in Boston, Massachusetts. It was a gathering place for the “Sons of Liberty” to meet and plan how they were to oppose the stiff taxes being imposed on them from the stamp act. The concept quickly spread and soon cities in all 13 Colonies had a Liberty Tree.
- ▶ The King ordered the tree to be chopped down after the colonists hung an effigy of Andrew Oliver, the Stamp Tax Agent. Although the tree was not the cause of the American Revolution, the “seed of revolt had been planted.”











# The Proposed Palatka Tree



## LIBERTY TREE

Our country's first symbols of freedom were Liberty Trees. They stood as silent witnesses to the events which led to our country's founding. We dedicate this tree as a proxy living tribute in honor of the 250<sup>th</sup> Anniversary of American independence.

1776 - 2026

dedicated on September 13, 2025

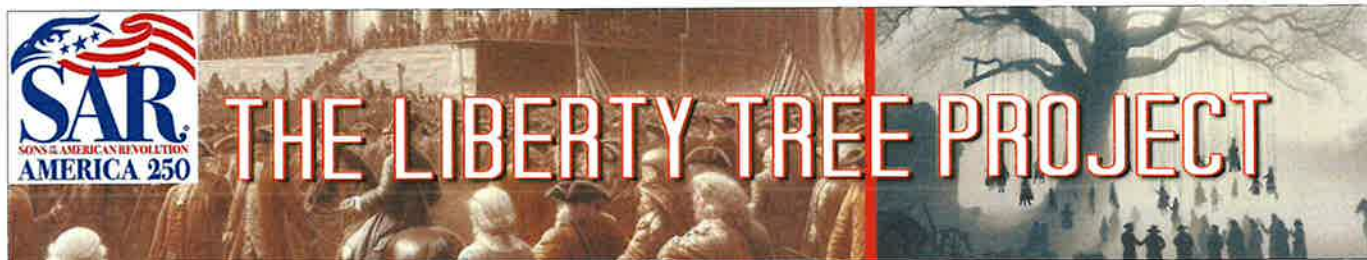
St. Augustine Chapter of the Sons of the American Revolution  
William Bartram Chapter of the Daughters of the American Revolution

# Why should we have a Liberty Tree in Palatka?

1. Historical Preservation (1765 event)
2. Education (will create curiosity)
3. Patriotism (instill a sense of pride)

## Other considerations-

1. No cost to the city
2. The tree & memorial will benefit all of Putnam County with Palatka as lead.



## THE LIBERTY TREE PROJECT - Ron Redner, National Chairman Liberty Tree Project



The 250th SAR Liberty Tree Program was rolled out at the Spring 2023 Leadership meeting by the NSSAR History 250 Committee the goal of planting 250 Liberty Trees for the 250th Anniversary with at least one tree in each state on or before July 4, 2026. We feel with by planting a Liberty Tree that it will help educate the public of the importance of the American Revolution and the sacrifices that were made to become our nation. Trees are installed with a dedication plaque. It is recommended that the Liberty Trees be planted in counties or cities named after a Patriot or in a location that will serve as a tribute to veterans.

**The Liberty Tree (1646–1775)** was a famous elm tree that stood in Boston near Boston Common, in the years before the American Revolution. In 1765, colonists in Boston staged the first act of defiance against the British government at the tree. The tree became a rallying point for the growing resistance to the rule of Britain over the American colonies, and the ground surrounding it became known as Liberty Hall. In 1775 the British had enough of these rebellious rallies at the Liberty Tree and had it cut down.

**WE NEED YOUR HELP** to plant a Liberty Tree in your area of the country in order to achieve our goal of 250 Liberty Trees planted before July 4, 2026. Please contact **NSSAR Liberty Tree Project Chairman, Ron Redner** / cell:404-401-0204 / email: [ronredner@renderad.com](mailto:ronredner@renderad.com), or **Jeff Thomas, NSSAR History Committee Chairman** email:[jthomas4sar@gmail.com](mailto:jthomas4sar@gmail.com) Cost for a Elm Tree and plaque is around \$200 and one way to offset that cost is to have a sponsor for each Liberty Tree and award that person with a certificate of thanks. You can purchase a tree or plaque from your locate area if you would like. We have been

purchasing these Liberty Trees (Elm Trees) from [www.FastGrowingTrees.com](http://www.FastGrowingTrees.com) for \$150 each. The tree is a Princeton Elm Tree with Free Shipping. Add \$15 for Insurance for 1 year. You can purchase a custom granite stone plaque from **Compatriot Emil Decker** / cell 706-482-8248 / [eldecker@weegrr.com](mailto:eldecker@weegrr.com) for around \$65 or a custom plaque from Sign 9"x12" / Aluminum (.0.40) from [www.buildasign.com](http://www.buildasign.com) with full color with UV Protection for around \$30 each with Free Shipping

### PROJECT GOAL: 250 LIBERTY TREES PLANTED

Number of Trees: **91**

As of : November 4, 2024



**States with Liberty Trees planted = 12**  
AK, CT, GA, IA, MI, MO, NC, NE, NH, OH, PA, WV

| <u>Location</u>         | <u>City/State</u>  | <u>Date</u>              | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------|--------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bulloch Hall</b>     | <b>Roswell, GA</b> | <b>February 17, 2024</b> | <p>Members of Sons of the American Revolution, Piedmont Chapter and Roswell City Council on February 17, 2024 planted Liberty Tree in honor of the United States of America's 250th Anniversary in 2026 and for the sacrifice of our patriots and veterans that won us our freedom.</p> <p>They planted the Liberty Tree at Bulloch Hall, Roswell, GA the home of "Mittie" Bulloch Roosevelt and the mother of our 26th US President Theodore "Teddy" Roosevelt Jr. whose ancestors were Patriotic who fought in the American Revolution and was a SAR member.</p> <p>The new article and video on the PATCH about the Liberty Tree planting at Bulloch Hall on February 17th, 2024 can be viewed by clicking on the link below</p> <p><a href="#">VIDEO</a></p> <p><a href="#">READ MORE</a></p> |
| <b>Milton City Hall</b> | <b>Milton, GA</b>  | <b>November 4, 2019</b>  | <p>In honor of the United States of America's 250th Anniversary, the Sons of the American Revolution Piedmont Chapter planted a Elm Tree (Liberty Tree) with the help of the Milton City Council on November 4, 2019 in front of Milton City Hall.</p> <p>Doctor Tom Price, one of SAR Piedmont</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |







Chapter members sponsored this Liberty Tree for Milton City Hall. Pictured in photograph is SAR Piedmont President Ron Redner and Mayor Joe Lockwood. Also in photo is SAR Piedmont members George Thurmond, Bob Sapp, Paul Prescott, Rick Reese Jr. and Milton City Council.

[READ MORE](#)

### Cottage School

Roswell, GA

March 14, 2023



On March 14, 2023 in honor of the United States of America's 250th Anniversary, the Sons of the American Revolution Piedmont Chapter planted a Elm Tree (Liberty Tree) with the help of the students of the Cottage School in Roswell, GA.

Bob Sapp, one of SAR Piedmont Chapter members sponsored this Liberty Tree for the Cottage School. Pictured in photograph is SAR Piedmont President Stacey McCarver, Ron Redner, Bob Sapp, Rick Reese Jr., Rick Reese III, George Thurmond, Craig Benton, John Wassell, Headmaster Steve Palmer, Principal Lynn Bosworth, teachers and students of the Cottage School.

[VIDEO](#)

[READ MORE](#)

### Mimosa Hall

Roswell, GA

April 28, 2023



On April 28, 2023, in honor of the United States of America's 250th Anniversary, the Sons of the American Revolution Piedmont Chapter planted an Elm Tree (Liberty Tree) with the help of the Roswell City Hall Council, Mimosa Hall, DAR and SAR members at Mimosa Hall in Roswell, GA.

Paul Prescott, one of SAR Piedmont Chapter members sponsored this Liberty Tree for Mimosa Hall. Pictured in photograph are SAR Piedmont President Stacey McCarver, DAR members Julie Buroughs and, Cynthia Waskowsky, Roswell City Council member and DAR member Lee Hills, Paul Prescott's daughter Leslie Ballard, Mike Ballard, Paul Prescott, son Chris Prescott, DAR member Catherine Jimenez, Piedmont SAR members George Thurmond and Ron Redner, Mimosa Hall President Susan Rumble, DAR Regent Sue Gilbert, Piedmont SAR members Rob Ufford, Craig Benton, Al Finley and Rick Reese Jr, DAR member Linda Reese, Piedmont SAR members Bob Sapp and Rick Reese III, with Roswell City Council Member Peter Vanstorm.

[VIDEO](#)

[READ MORE](#)

### Centennial Farm

New Concord, OH

June 10, 2023

On June 10, 2023 in Ohio, the SAR Georgia Piedmont Chapter (in cooperation with the Ohio Society of SAR and the Rufus Putman Chapter in Zanesville Ohio) a "Liberty Tree" was planted in New Concord, Ohio on a Centennial Farm. Representing the Piedmont Chapter was Al Finley (past President, and a dual member of the Rufus Putman Chapter), and representing the Rufus Putman Chapter was Bill Finley, President of Rufus Putman (and a distant cousin of Al), who is a dual member of the Piedmont Chapter here in Roswell; a dual member of the Ben Franklin chapter in Columbus Ohio ; as well as the Saramana chapter in Sarasota, Fla. . Also, John Swisher from Rufus Putman was in



attendance.

Two DAR chapters were also involved in the ceremony : Pat Smith for the Martha Stewart Bulloch Chapter here in Roswell, Georgia.; Also, Bernie Litt and Susan Ballentine from the Anna Asbury Stone Chapter Ohio DAR Society, located in Cambridge, Ohio.

The farm has been in the Finley-Litt family for 100 years. Al Finley (past President of the Piedmont Chapter) and Bernie Litt (his sister). The Finley clan are members of the First Families of Ohio. Guernsey county is the resting place (6 miles from this farm) of an ancestral grandfather who served with George Washington at Valley Forge. There were 13 people in attendance.

[READ MORE](#)

**Bulloch Hall**

**Roswell, GA**

**June 15, 2023**



On June 15, 2023, in honor of the United States of America's 250th Anniversary in 2026, the Sons of the American Revolution Piedmont Chapter planted a Elm Tree (Liberty Tree) at Bulloch Hall in Roswell, GA. Bulloch Hall was the home of Mittie Stewart Roosevelt the mother of our 26th US President Theodore (Teddy) Roosevelt and a SAR member too.

The Liberty Tree was planted with the help of the Mayor Roswell City Kurt Wilson , Roswell City Council Members Lee Hills and William Morthland, Bob Hagan President of the Friends of Bulloch Hall, Bulloch Hall board members Sandy Buhler, Jonathan Cook, DAR Martha Stuart Bulloch DAR Chapter members – Regent Sue Gilbert, Cynthia Waskowsky, Catherine Jimenez, Pat Smith, Linda Reese, Barbara Florence, and SAR Piedmont members, President Stacey McCarver, National Liberty Tree Chairman Ron Redner, Rick Reese Jr., Rick Reese III, Glenn Kirk, Al Finley, George Thurmond and Roswell Rotary President Elect Alex Kaufman.

[VIDEO](#)

[READ MORE](#)

**McFarlane Nature Park**

**Marietta, GA**

**October 27, 2023**



On October 27th, 2023 the Piedmont Chapter held a Liberty Tree planting ceremony at McFarlane Nature Park in Marietta, GA. The American Elm 'Princeton' Liberty Tree was planted to recognize the upcoming 250th anniversary of our country. This elm is reputed to be resistant to Dutch Elm disease and is one of the varieties promising to return the American Elm to our landscapes. In attendance for the ceremony were Piedmont Chapter President Stacey McCarver and his wife Sherry, Ron Redner, Rick and Linda Reese, Rick Reese III, Larry Guzy and his wife Karin Guzy, who is the Chairwoman of the Cobb Land Trust, and the McFarlane Nature Park Caretaker Valerie Stewart .

This tree will proudly live among the other trees in the McFarlane Nature Park's impressive collection of Oak and Native trees.

[VIDEO](#)

[READ MORE](#)

**Hocking Hills Liberty Camp Logan, OH**

**July 25, 2024**



The Ohio Society SAR recent planting of a Liberty Tree at the Hocking Hills Liberty Camp in Logan, Ohio on Thursday, July 25th. This year Liberty Camp was held during the week of July 22-27th. This is our fourth year planting a Liberty Tree at Liberty Camp and we intend on doing this at least through 2026. Every child attending camp gets to help plant the tree with a shovel full of dirt.

The Hocking Valley Chapter has been involved with Liberty Camp each year since the camp's founding in 2015. It is an important part of our chapter's activities in youth education. Each Liberty Tree comes with a wooden post and a plaque dedicating it to that year's Camp Staff, students, and the Hocking Valley Chapter OHSSAR, as well as some event or person of the Revolution, and / or a person held dear by the camp. This year the tree was dedicated to Denise Whalen, founder and director of the camp who passed away earlier this year. Her daughter Allison and son-in-law Patrick are now co-directors. Also Betsy Ross was recognized, a heroine of Denise's. All the attached photos are from July, 2024.

**Michigan liberty Tree Plaque**

**Lansing, MI**

**April, 24, 2024**



Here is a photo of our Liberty Tree Plaque at the Michigan State Capitol Grounds, note that this had to have three SAR color logos on it. This cost us \$2,700 last year from Sewah Studios and they needed 6 months lead time. Here's contact information for this excellent Plaque manufacturer:

sewahstudios.com  
Sewah Studios  
190 Mill Creek Rd, Marietta, OH 45750  
(740) 373-2087

In photo note that two people are carrying Michigan White Pine Tree seedlings along with planting instructions. At the April 26, 2024 Liberty Tree Commemoration event, the Michigan Society of SAR distributed 100 free tree seedlings to people who wanted to plant Liberty Trees in their local communities.

Finally, a National SAR contact that you may wish to communicate with is Ron Redner from Georgia who is Chairman of America 250 Committee and he's developing a list of 250 Liberty Trees across the country for SAR. MISSAR is proud to be #67 on his list. His Email Is: [ronredner@renderad.com](mailto:ronredner@renderad.com) . I understand that he's aware of smaller and more economical Liberty Tree plaques than the large Sewah Studio ones.

**C.A.R. Chapters in Alaska and Georgia plant a Liberty Tree**

**Anchorage, Alaska**

**August 3, 2024**

On August 3, 2024 the Denali Chapter C.A.R. (Anchorage, Alaska) and the Martha Stewart Bulloch Chapter C.A.R. (Roswell, Georgia) celebrated America 250! by planting the first Liberty Tree in the State of Alaska. For both C.A.R. chapters, the semiquincentennial celebration served as an educational moment. It provided a chance to teach the history of the American Revolution, the significance of the Declaration of Independence, and the enduring relevance of the Constitution - ensuring that a legacy of the nation's founding is passed on. A Quaking Aspen tree was purchased with donated funds from the Piedmont Chapter S.A.R. in Roswell, Georgia. A plaque for the tree was also provided. Both C.A.R. chapter members planted the tree in person with the help of the Col. John Mitchell (Anchorage, AK) and the Fielding Lewis (Marietta, GA) D.A.R.





chapters. The event was livestreamed where members of both D.A.R. chapters joined online if they were not able to attend in person.

[VIDEO](#)

**Omaha Chapter**

**Hastings, NE**

**August 17, 2024**

Congratulations to the Nebraska Society SAR on dedicating its first Liberty Tree, on the Campus of Hastings in Hastings, NE.



**Missouri Liberty tree**

**Jasper, MO**

**August 23, 2024**

Here are a couple of photos. It was a great ceremony. The tree was planted by the SGT Ariel Nims chapter in Jasper County, MO, in honor of SGT William Jasper, Revolutionary War soldier and the county namesake.





**CTSSAR**

**East Haddam, CT**

**September 22, 2024**

CTSSAR dedicated a Liberty Tree in honor of Captain Nathan Hale, Connecticut State Hero, at the Nathan Hale Schoolhouse in East Haddam, Connecticut. Attached are CTSSAR Liberty Tree photos from the ceremony.



**IASSAR**

**Dubuque, IA**

**October 5, 2024**

On October 5, 2024, in honor of the 250th anniversary of the American Revolution, Dubuque members of the Iowa Society SAR planted Iowa's first Liberty Tree in historic and picturesque Linwood Cemetery. The tree is located near the new Veterans' columbarium. The tree, a Bur Oak, is the state tree of Iowa.



Dubuque, located on the Mississippi River, is the oldest city in Iowa and is known as the "Key City" as the city unlocked the Iowa territory.

Lucky Tree Planted



| Date       | No.<br>of Trees | State         | Sponsor                 | Location                                               |
|------------|-----------------|---------------|-------------------------|--------------------------------------------------------|
| 5/1/2017   | 2               | New Hampshire | NHSSAR                  | Stark Park, Manchester, NH                             |
| 5/1/2017   | 1               | New Hampshire | NHSSAR                  | Perley Street Park, Concord, NH                        |
| 5/1/2017   | 1               | New Hampshire | NHSSAR                  | Dunbarton, NH                                          |
| 5/1/2017   | 1               | New Hampshire | NHSSAR                  | Keene, NH                                              |
| 4/1/2018   | 1               | New Hampshire | NHSSAR                  | Derry, NH                                              |
| 2/26/2019  | 1               | Georgia       | Cherokee Chapter        | Carmel ES, Woodstock, GA                               |
| 4/1/2019   | 1               | New Hampshire | NHSSAR                  | Warner, NH                                             |
| 5/13/2019  | 1               | Georgia       | Cherokee Chapter        | Mountain Road ES, Woodstock, GA                        |
| 6/1/2019   | 1               | New Hampshire | NHSSAR                  | Fruit Street, Concord, NH                              |
| 11/4/2019  | 1               | Georgia       | Cherokee Chapter        | Carmel ES, Woodstock, GA                               |
| 11/19/2019 | 1               | Georgia       | Cherokee Chapter        | White ES, White, GA                                    |
| 11/21/2019 | 1               | Georgia       | Cherokee Chapter        | Carmel ES, Woodstock, GA                               |
| 12/04/2019 | 1               | Georgia       | Piedmont Dr. Tom Price  | Milton City Hall, Alpharetta, GA                       |
| 4/28/2020  | 1               | Georgia       | Cherokee Chapter        | GA                                                     |
| 5/20/2020  | 1               | Pensylvania   | Harris Ferry Chapter    | Paxton Presbyterian Church Cemetery, Harrisburg, PA    |
| 10/10/2020 | 1               | Pensylvania   | Harris Ferry Chapter    | Captain Leon Lock Veterans Memorial in Hampden Twp, PA |
| 10/10/2020 | 1               | West Virginia | Point Pleasant Chapter  | Tu-Endie-Wei State Park, Point Pleasant, WV            |
| 11/14/2020 | 1               | Georgia       | Cherokee Chapter        | Veterans Park, Jasper, GA                              |
| 12/04/2020 | 1               | Georgia       | George Thurmond         | Fellowship Christian School                            |
| 2/19/2021  | 1               | Georgia       | Cherokee Chapter        | Newton Park, Jasper, GA                                |
| 4/22/2021  | 1               | Georgia       | Cherokee Chapter        | ? GA                                                   |
| 4/26/2021  | 1               | Georgia       | Cherokee Chapter        | Main Street Park, Moultrie, GA                         |
| 7/4/2021   | 1               | West Virginia | Captain Neal Chapter    | Phelps Tavenor House, Parkersburg, WV                  |
| 7/25/2021  | 1               | Ohio          | Hocking Valley Chapter  | Hocking Hills Liberty Camp, Logan, OH                  |
| 10/02/2021 | 1               | Michigan      | Huron Valley Chapter    | Veterans Park, Ann Arbor, MI                           |
| 11/18/2021 | 1               | Georgia       | Cherokee Chapter        | Valdosta, GA                                           |
| 2/2/2022   | 1               | Georgia       | Cherokee Chapter        | Veterans Park, Canton, GA                              |
| 2/18/2022  | 1               | Georgia       | Cherokee Chapter        | Veterans Park, Canton, GA                              |
| 3/13/2022  | 1               | Georgia       | Cherokee Chapter        | GA Mnt. Research Experimental Ctr., Blairsville, GA    |
| 3/25/2022  | 1               | Georgia       | Cherokee Chapter        | Hill City ES, Jasper, GA                               |
| 7/25/2022  | 1               | Ohio          | Hocking Valley Chapter  | Hocking Hills Liberty Camp, Logan, OH                  |
| 11/6/2022  | 3               | Georgia       | Cherokee Chapter        | Ackworth Sports Complex, Ackworth, GA                  |
| 11/6/2022  | 2               | Georgia       | Cherokee Chapter        | Ackworth Sports Complex, Ackworth, GA                  |
| 11/6/2022  | 1               | Georgia       | Cherokee Chapter        | Ackworth Sports Complex, Ackworth, GA                  |
| 11/18/2022 | 1               | Georgia       | Cherokee Chapter        | GA                                                     |
| 3/2/2023   | 1               | Georgia       | Cherokee Chapter        | Kennesaw, GA                                           |
| 3/2/2023   | 1               | Georgia       | Cherokee Chapter        | Hillside Methodist Church, Kennesaw, GA                |
| 3/2/2023   | 1               | Georgia       | Cherokee Chapter        | Hillside Methodist Church, Kennesaw, GA                |
| 3/2/2023   | 1               | Georgia       | Cherokee Chapter        | Hillside Methodist Church, Kennesaw, GA                |
| 3/14/2023  | 1               | Georgia       | Blue Ridge Mnts Chapter | Union County, GA                                       |
| 3/14/2023  | 1               | Georgia       | Blue Ridge Mnts Chapter | Mayor's Park, Towns County, GA                         |
| 3/14/2023  | 1               | Georgia       | Piedmont Bob Sapp       | The Cottage School, Roswell, GA                        |

|            |   |                |                                                                   |                                                                                           |
|------------|---|----------------|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| 3/15/2023  | 1 | Georgia        | Cherokee Chapter                                                  | Towns County, GA                                                                          |
| 4/20/2023  | 1 | Georgia        | Cherokee Chapter                                                  | Chattahoochee Tech College , Ackworth, GA                                                 |
| 4/20/2023  | 1 | Georgia        | Cherokee Chapter                                                  | Chattahoochee Tech College , Ackworth, GA                                                 |
| 4/20/2023  | 1 | Georgia        | Cherokee Chapter                                                  | Chattahoochee Tech College , Ackworth, GA                                                 |
| 4/28/2023  | 1 | Georgia        | Piedmont Paul Prescott                                            | Mimosa Hall, Roswell, GA                                                                  |
| 6/10/2023  | 1 | Ohio           | Piedmont Allen Finley                                             | Finley-Litt Family Farm, New Concord, OH                                                  |
| 6/15/2023  | 1 | Georgia        | Piedmont Malon Mimms                                              | Bulloch Hall, Roswell, GA                                                                 |
| 7/25/2023  | 1 | Ohio           | Hocking Valley Chapter                                            | Hocking Hills Liberty Camp, Logan, OH                                                     |
| 10/21/2023 | 1 | Georgia        | Cherokee Chapter                                                  | Sherill House, Forsyth Cnty, GA                                                           |
| 10/24/2023 | 1 | Georgia        | Blue Ridge Mtns Chapter                                           | West Fannin Elem. School, Blue Ridge, GA                                                  |
| 10/24/2023 | 1 | Georgia        | Blue Ridge Mtns Chapter                                           | Tacooa River Park Veterans Memorial, McCaysville, GA                                      |
| 10/24/2023 | 2 | Georgia        | Cherokee Chapter                                                  | West Fannin ES, Fannin Cnty, GA                                                           |
| 10/27/2023 | 1 | Georgia        | Piedmont Larry and Karin Guzy                                     | McFarlane Nature Center, Marietta, GA                                                     |
| 11/6/2023  | 1 | Georgia        | Piedmont Rick Reese Family                                        | Barrington Hall, GA                                                                       |
| 11/15/2023 | 1 | Pensylvania    | Marquis de Lafayette                                              | Hamburg, PA                                                                               |
| 11/21/2023 | 1 | Georgia        | Marquis de Lafayette                                              | Fayetteville, GA                                                                          |
| 12/3/2023  | 1 | Georgia        | Casimir Pulaski Chapter                                           | Veterans Park, Carrolton, GA                                                              |
| 12/4/2023  | 1 | Georgia        | Mount Vernon Chapter                                              | Sandy Springs, GA                                                                         |
| 12/4/2023  | 1 | Georgia        | Coweta Falls Chapter                                              | Hamilton Town Square, Hamilton, GA                                                        |
| 2/17/2024  | 1 | Georgia        | Piedmont Rick Reese Family                                        | Bulloch Hall, Roswell, GA                                                                 |
| 4/26/2024  | 1 | Michigan       | SAR Michigan Society                                              | Lansing, MI                                                                               |
| 4/28/2024  | 1 | North Carolina | Blue Ridge Mnts Chapter                                           | Hayesville Elem. School, Hayesville, Clay County, NC                                      |
| 4/28/2024  | 1 | Georgia        | Piedmont Reese Family                                             | Barrington Hall, Roswell, GA                                                              |
| 5/6/2024   | 1 | Georgia        | Piedmont Roger Wise, Jr.                                          | American Legion Post 201, Alpharetta, GA                                                  |
| 5/9/2024   | 1 | Georgia        | Casimir Pulaski Chapter                                           | Carrol County Veterans Park, Carrollton, GA                                               |
| 5/11/2024  | 1 | Georgia        | Piedmont Roger Wise, Jr.                                          | American Legion Post 201, Alpharetta, GA                                                  |
| 5/15/2024  | 1 | Georgia        | Piedmont Glenn Kirk / Barbara Florence                            | Garrad Landing Park, Alpharetta, GA                                                       |
| 5/15/2024  | 1 | Georgia        | Piedmont Bob Saunders                                             | Garrad Landing Park, Alpharetta, GA                                                       |
| 5/16/2024  | 1 | Georgia        | George Walton Chapter SAR                                         | Residence of former Governor McDaniels, Monroe, GA                                        |
| 7/25/2024  | 1 | Ohio           | Hocking Valley Chapter                                            | Hocking Hills Liberty Camp, Logan, OH                                                     |
| 08-03-2024 | 1 | Alaska         | Denali Chapter C.A.R. Anchorage, Alaska and MSBC.A.R. Roswell, GA | Anchorage, Alaska                                                                         |
| 08/17/2024 | 1 | Nebraska       | Nebraska Society SAR                                              | Campus of Hastings College, Hastings, NE                                                  |
| 08/23/2024 | 1 | Missouri       | SGT Ariel Nims Chapter Missouri Society SAR                       | in honor of SGT William Jasper, Revolutionary War soldier and the Jasper County namesake. |
| 09-22-2024 | 1 | Connecticut    | Connecticut State SAR Society                                     | Nathan Hale Schoolhouse in East Haddam, Connecticut                                       |

|            |   |               |                                               |                                                                            |
|------------|---|---------------|-----------------------------------------------|----------------------------------------------------------------------------|
| 10-05-2024 | 1 | West Virginia | General Adam<br>Stephen Chapter               | Morgan's Grove Park, Shepardstown, WV                                      |
| 10-05-2024 | 1 | Iowa          | Dubuque members,<br>Iowa State Society<br>SAR | Linwood Cemetery near Veterans columbarium                                 |
| 10-17-2024 | 1 | Pensylvania   | Washingtonburg<br>Chapter, SAR PA             | Blain Elementary, West Perry School District, Perry<br>County, PA          |
| 10-17-2024 | 1 | Pensylvania   | Washingtonburg<br>Chapter, SAR PA             | Carroll Elementary, West Perry School District, Perry<br>County, PA        |
| 10-17-2024 | 1 | Pensylvania   | Washingtonburg<br>Chapter, SAR PA             | New Bloomfield Elementary, West Perry School District,<br>Perry County, PA |
| 10-22-2024 | 1 | Pensylvania   | Washingtonburg<br>Chapter, SAR PA             | Susquentia Elementary, Susquenita School District, Perry<br>County, PA     |
| 10-23-2024 | 1 | Pensylvania   | Washingtonburg<br>Chapter, SAR PA             | Newport Middle School, Newport School District, Perry<br>County, PA        |
| 10/30/2024 | 1 | Pensylvania   | Washingtonburg<br>Chapter, SAR PA             | Greenwood High School, Greenwood School District,<br>Perry County, PA      |

Refer to the member directory for additional contact information. A Chapter member in good standing can update his entry in the Member Directory or request a copy of the Directory at a monthly meeting

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[contact webmaster](#)



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

## REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

**NOTE:** 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. 2<sup>nd</sup> Street, Palatka 32177), or e-mail (clerk@palatka-fl.gov). Please note that without adequate supporting documentation or information, the City Manager may not approve your request and/or 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 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:**

**St. Augustine Chapter of the Sons of the American Revolution and the Palatka William Bartram Chapter of the Daughters of the American Revolution, presentation by Meri Rees**

Address: P.O. Box 1545 Palatka, Florida 32178

e-mail cpo.john@comcast.net

Daytime Phone 386-972-6433 Other ph. \_\_\_\_\_ Fax \_\_\_\_\_

\*Requested meeting date: November 14th

\_\_\_\_\_X\_\_\_\_\_ Request for Commission Action; OR \_\_\_\_\_ Presentation Only; no action required

**Subject Matter you wish to address: The designation of a Liberty Tree in Palatka and permission to place a memorial at said tree. Our choice of a tree is the Live Oak south of the submarine memorial on the waterfront park adjacent to the First Presbyterian Church. (see attached map)**

**Commission Action Requested, if any: authorize the designation of a Liberty Tree and permission to place a stone memorial at the base of the tree facing streetside. Our target date is September 13, 2025**

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

201 N. 2<sup>nd</sup> STREET • PALATKA, FLORIDA • 32177

PHONE: 386-329-0100

www.palatka-fl.gov

FAX: 386-329-0106

Rev. 2024.10.07

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# **Liberty Tree**

In colonial times, almost every American town had a Liberty Tree - a living symbol of American Freedom of Speech and Assembly.

We decendents of the heroes of the American Revolution who, by their sacrifices, established the United States of America dedicate this Liberty Tree as a living tribute to our founding fathers, in celebration of 250 years of American Independence.

**1776 - 2026**

**Dedicated February 8, 2025**

**By the St. Augustine SAR Chapter and the  
Maria Jefferson Chapter, NSDAR**



# LIBERTY TREE

Our country's first symbols of freedom were Liberty Trees. They stood as silent witnesses to the events which led to our country's founding. We dedicate this tree as Proxy in honor of the 250<sup>th</sup> Anniversary of American independence.

1776 - 2026

*dedicated*

placed on September 13, 2025

St. Augustine Chapter of the Sons of the American Revolution  
William Bartram Chapter of the Daughters of the American Revolution

*And a living tribute*

| FLSSAR | Liberty | Trees |  |  |  |  |  |
|--------|---------|-------|--|--|--|--|--|
|        |         |       |  |  |  |  |  |

| Chapter           | Date          | City            | Location                     | Status     | Marker Location       | Pix-File #    | Count      |
|-------------------|---------------|-----------------|------------------------------|------------|-----------------------|---------------|------------|
| Aaron Snowden     | None          |                 |                              |            |                       | Recd email    | Santa Rosa |
| Brevard           | 4-Jul-2003    | Merritt Island  | Veteran's Park               | New        | At tree               | pix-BRV-1     | Brevard    |
| Brevard           | 5-Jul-2004    | Melbourne       | Veterans Park                | New        |                       |               | Brevard    |
| Brevard           | 4-Jul-2005    | Titusville      | Veterans Park                | New        | At Tree               | Brv Titus 2,3 | Brevard    |
| Caloosa           | 1-Jan-2009    | Fort Myers      | Kiwanis Park                 | New        |                       |               | Lee        |
| Caloosa           | 25-May-2009   | S Ft Myers      | I-75&Daniels Rd Rest Area    | eliminated |                       |               | Lee        |
| Caloosa           | 28-Nov-2016   | Cape Coral      | Four Freedoms Park           | New        | At tree               |               | Lee        |
| Caloosa           | 28-Oct-2017   | Ft. Myers       | RSW College Campus           | relocated  | At tree, from I-75    |               | Lee        |
| Central Florida   | 8-Nov-2002    | Winter Park     | Mayflower Property           | New        |                       |               | Orange     |
| Central Florida   | 13-Mar-2005   | St Cloud        | City Hall                    | New        |                       |               | Osceola    |
| Charlotte         | 1-Feb-2004    | Punta Gorda     | Punta Gorda History Park     |            |                       |               | Charlotte  |
| Clearwater        | 4-Jul-2000    | Clearwater      | Coachman Park                |            |                       |               | Pinellas   |
| Clearwater        | 11-Nov-2001   | Safety Harbor   | Veterans Memorial Park       |            |                       |               | Pinellas   |
| Clearwater        | 3-Jul-2002    | Clearwater      | Salvation Army Pre-School    |            |                       |               | Pinellas   |
| Clearwater        | 6-Dec-2002    | Dunedin         | Louis A Vanech Rec Cmplx     |            |                       |               | Pinellas   |
| Daytona Ormand    |               |                 |                              |            |                       |               | Volusia    |
| Emerald Coast     |               | Okaloosa Island | Marler Park                  | New        |                       |               | Okaloosa   |
| Flagler           | 22-Feb-2008   | Palm Coast      | Palm Coast Heroes Park       | New        | At Tree               | PKG           | Flagler    |
| Fort Lauderdale   | 17-Mar-2012   | Plantation      | Rae Carole Liberty tree Park | New        | At tree               |               | Broward    |
| Gainesville       | 11-Nov-2001   | Gainesville     | Sweetwater Park              |            |                       | PKG           | Alachua    |
| Gainseville       | 1-Jan-2002    | Gainseville     | Gainsville Shooting Range    |            |                       | PKG           | Alachua    |
| Highland          |               |                 |                              |            |                       |               | Polk       |
| Jacksonville      | 15-May-2004   | Jacksonville    | Jacksonville Zoo             |            |                       |               | Duval      |
| Lake City         |               |                 |                              |            |                       |               | Columbia   |
| Lakeland          | 19-Apr-2006   | Bartow          | Civic Center                 |            |                       |               | Polk       |
| Lake Sumpter      | 18-Feb-2002   | Tavares         | County Court House           |            |                       |               | Lake       |
| Major John DeVane |               |                 |                              |            |                       |               | Hillsborou |
| Miami             | 11-Sep-2005   |                 | Veterans Hospital            |            |                       |               | Dade       |
| Naples            |               |                 |                              |            |                       |               | Collier    |
| Ocala             | 17-Mar-2001   | Ocala           | Veterans Park                |            |                       | pkg           | Marion     |
| Palm Beach        | 20-Nov-2001   | Riviera Beach   | VA Medical Center            |            |                       |               | Palm Beac  |
| Palm Beach        | 28 April 2005 | Wellington      | Equestrian Trails School     |            |                       |               | Palm Beac  |
| Panama City       |               |                 |                              |            |                       |               | Bay        |
| Pensacola         | 16-Dec-2002   | Pensacola       | Plaza Ferdinand              |            |                       |               | Escambia   |
| Saramana          | 11-Nov-2001   | Bradenton       | Manatee Memorial Hospital    |            |                       |               | Sarasota   |
| Saramana          | 10-Dec-2008   | Sarasota        | Sarasota Military Academy    |            |                       |               | Sarasota   |
| Saramana          | 28-Aug-2011   | Sarasota        | Sarasota Heritage Park       | New        |                       |               | Sarasota   |
| Saramana          | 21-Sep-2011   | Venice          | Patriots Park                | New        |                       |               | Sarasota   |
| Saramana          | 18-Feb-2013   | Palmetto        | Sutton Park                  | Mature     |                       |               | Sarasota   |
| South Shore       |               |                 |                              |            |                       |               | Hillsborou |
| St. Augustine     |               |                 |                              |            |                       |               | St Johns   |
| St. Lucie River   | 16-Jun-1996   | Jensen Beach    | Indian Riverside Park        | Mature     | Plaque 100' S of tree | PIX           | Martin     |
| St. Lucie River   | 27-Mar-2008   | Okeechobee      | Downtown Veteran's Park      | New        | At tree               | Pix SL-2      | Okeechobe  |
| St. Lucie River   | 28-Mar-2015   | Fort Pierce     | Fort Pierce Women's Club     | New        | At tree               | PIX           | St Lucie   |
| St. Petersburg    |               |                 |                              |            |                       |               | Pinellas   |
| Tallahassee       |               |                 |                              |            |                       |               | Leon       |
| Tampa             | 7-May-2005    | Tampa           | Al Lopex Park                |            |                       |               | Hillsborou |
| Treasure Coast    | 1-Jan-2001    | Sebastian       |                              |            |                       |               | Indian Riv |
| William Dunaway   |               |                 |                              |            |                       |               | Duval      |
| Withlacoochee     | 11-Nov-2001   | Invernes        | Liberty Park                 | Mature     | At Tree               | PKG           | Hernando   |
| Withlacoochee     | 11-Sep-2005   | Springhill      | Veterans Memorial Park       | Mature     | At tree               | PKG           | Hernando   |

**ADOPT RESOLUTION 2024-R-241 authorizing the execution of a union agreement with the Police Benevolent Association**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

Approve of PBA Agreement

### **BACKGROUND**

The Coastal Florida Police Benevolent Association (“PBA”) and the City have met on multiple occasions to negotiate the terms of the contract between the parties. The parties have come to an agreement on all the key issues.

### **PROJECT ANALYSIS**

The City's Attorney and outside counsel as well as the attorney for the Police Benevolent Association will be present.

### **Staff Recommendation**

Approve PBA Agreement

### **ATTACHMENTS**

|    |                                                                                                  |
|----|--------------------------------------------------------------------------------------------------|
| 1. | 2024-r-241 AUTHORIZING THE EXECUTION OF A UNION AGREEMENT WITH THE POLICE BENEVOLENT ASSOCIATION |
| 2. | PBA Agreement 8-30-24 MPZREV(11900339.1)JW 10-22-24                                              |

**RESOLUTION NO. 2024-R-241**

**A RESOLUTION OF THE CITY COMMISSION OF THE  
CITY OF PALATKA, FLORIDA, AUTHORIZING THE  
EXECUTION OF A UNION AGREEMENT WITH THE  
POLICE BENEVOLENT ASSOCIATION; PROVIDING AN  
EFFECTIVE DATE; AND PROVIDING FOR SCRIVENER'S  
ERRORS**

**WHEREAS**, the City of Palatka and the Police Benevolent Association ("PBA") have negotiated in good faith to establish a union agreement that supports the interests of the City, its law enforcement officers, and the community; and

**WHEREAS**, the City Commission of the City of Palatka has reviewed the terms of the union agreement, which covers the period from November 14, 2024, through September 30, 2025; and

**WHEREAS**, the City Commission finds that the approval of this agreement serves the best interests of the City and its law enforcement personnel;

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

SECTION 1 The City Commission hereby authorizes the Mayor to execute, and the City Clerk to attest, the union agreement between the City of Palatka and the Police Benevolent Association, covering the period from November 14, 2024, through September 30, 2025.

SECTION 2 The terms and conditions of this agreement shall take effect as stipulated therein, fostering a mutually beneficial relationship between the City and the PBA.

SECTION 3 This Resolution shall take effect immediately upon its adoption.

SECTION 4 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 14th day of November 2024.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

AGREEMENT BETWEEN  
CITY OF PALATKA  
and the  
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

November 14, 2024 through September 30, 2025

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**ARTICLE 1**  
**BARGAINING UNIT - DEFINITIONS**

**Section 1.** Bargaining Unit.

The City of Palatka (hereinafter "Employer" or "City") recognizes the Coastal Florida Police Benevolent Association (hereinafter "the Association") as the exclusive bargaining representative for the members of the Palatka Police Department listed in PERC certification #2049.

**Section 2.** Definitions.

Abolishment - Abolishment of the department contemplates replacing and severely limiting traditional policing with other systems of public safety, education and community peacekeeping.

Chief of Police - shall mean the Chief or the appointed Acting Chief.

Consolidation - Consolidation occurs when there is a joint venture between two contiguous law enforcement agencies, in this case, consolidation with the Putnam County Sheriff's Office.

Employee - Except as herein otherwise defined wherever the term "employee" is used in this Agreement, it shall mean all employees within the bargaining unit as heretofore described. After successful completion of field training, probationary employees will have access to the Grievance and Arbitration Procedure to the extent permitted by Article 16, Section 5.

Superior Officers - Wherever the term "Superior Officers" is used in this Agreement, it shall mean a member of the permanent police force of the City of Palatka of the rank of Captain or higher.

**ARTICLE 2**  
**THE ASSOCIATION DUES DEDUCTION**

During the life of this Agreement, and in accordance with Florida law, specifically Section 447.303, Florida Statutes, the Employer agrees to deduct the Association dues from the pay of each employee in the bargaining unit who authorizes said deduction and shall mail said dues to the address of the Association as certified by the Association to the City.

It is understood that this provision will provide for twenty-six (26) deductions per year for all employees. The Public Employer will remit to the Association such sums within thirty (30) days. Changes in The Association membership dues rate will be certified to the Public Employer in writing and shall be made at least thirty (30) days in advance of the effective date of such change. The Public Employer's remittance will be deemed correct if the Association does not give written notice to the Public Employer within two (2) calendar weeks after a remittance is received, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

The Employer will incur additional costs associated with administering the dues collections in a proper and efficient manner, and in a manner that complies with public record-keeping. The Association shall pay the City ten dollars per month for each employee that is a member of the Association on the first of the month.

The Association will indemnify, defend and hold the Public Employer harmless against any

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claim and against any suit instituted against the Public Employer on account of any deduction of The Association dues.

In accordance with Section 447.303, Florida Statutes, an employee may revoke in writing at any time his authorization for dues deduction. Dues revocation shall be processed through the Association, but in the event of direct revocation, the employer will notify the Association within the next pay period. No deduction shall be made from the pay of the employee for any payroll period in which the employee's net earnings for that payroll period, after deductions, are less than the amount of dues to be checked off.

### **ARTICLE 3**

### **MANAGEMENT RIGHTS**

#### **Section 1**

The Association recognizes the right of the City of Palatka to operate and manage its affairs in all respects in accordance with its responsibilities. The powers and authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City. Management officials of the City retain rights, in accordance with applicable laws and regulations, which include but are not limited to the following:

- a. To manage and direct the employees of the City.
- b. To hire, promote, transfer, schedule, assign and retain employees in positions with the City, in accordance with past practice and the terms of this agreement.
- c. To suspend, demote, discharge or take other disciplinary action against employees for just cause.
- d. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- e. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- f. To determine the number of employees to be employed by the City.
- g. To determine the number, types, and grades of positions or employees assigned to an operational unit, department or project.
- h. The organization of City government.
- i. To maintain and improve the efficiency of the operations of the City.
- j. To determine internal security practices.

#### **Section 2**

The City has the sole authority to determine the purpose and mission of the City and the

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amount of the budget to be adopted by the City Commission.

### Section 3

If in the discretion of the City Commission, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, health pandemic, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

### Section 4

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees at the discretion of the City may be required to perform duties not within their job descriptions, as long as they are Police Department related.

### Section 5

The parties agree that, upon the exercise of a management prerogative that requires impact bargaining, in the absence of an emergency declared by the City Commission, upon request of the Association, both parties will immediately be available to negotiate the impact. If the parties are unable to agree, the change will not be implemented until the City has met the minimum requirements for impact bargaining then in existence under the Public Employees Relations Act.

## **ARTICLE 4** **EMPLOYEE RIGHTS**

Neither the City nor the Association will interfere with an employee's right to engage in protected, concerted activity nor to refrain from participating in such activity.

Without limiting the foregoing, the City agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining, to make any agreement with any such group organization which would violate any rights of the Association under this Agreement or the law. Further, no representative, department official, or agent of the City or the Association shall:

1. Interfere with, restrain or coerce employees in the exercise of their right to join or refrain from joining the Association.
2. Interfere with the formation, existence, operations, or administration of the Association. Conduct of the Association business will not be on City time except as provided for specifically elsewhere in the Agreement.
3. Discriminate in regard to employment or condition of employment in order to encourage or discourage membership in the Association.
4. Discriminate against an employee because he has given testimony, taken part in any grievance procedure or other hearings, negotiations, or conference or in behalf of the Association, the City or any employees.

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The City will not refuse to meet, negotiate or confirm proper matters with officers or representatives of the Association as set forth in this Agreement.

The City will not discharge or discriminate in any way against employees of the Police Department for the Association membership or the Association activities.

The Association will encourage the bargaining unit members to allow the elected officials of the Association rather than individual members, to represent the Association views and positions to political bodies, news media, and the public.

## **ARTICLE 5**

### **DISCIPLINARY ACTION**

#### **Section 1**

No employee of the Police Department as defined in Article 1, Section 2(A) shall be removed, dismissed, discharged, or suspended except for just cause.

#### **Section 2**

Any Police Officer required to submit to interrogation by a superior officer, which could result in disciplinary action, shall be allowed the company of an Association official or an attorney as provided by law. This Article does not apply to probationary employees.

#### **Section 3**

The "Police Officer's Bill of Rights" as set forth in Florida Statute §112.532, as amended from time to time, is incorporated herein and made a part of this contract.

#### **Section 4**

During any investigation covered by the Police Officer's Bill of Rights, the employee will be asked if he wants an attorney and/or representative present. Under this Section, the employee will be entitled to have any one (1) of the following present:

- A. One (1) local representative and a staff representative or,
- B. One (1) local representative and an attorney or,
- C. One (1) staff representative and an attorney.

The investigation will start when the desired attorney/representatives are present provided that if a specific attorney or representative is requested, the request for the specific individual will be granted only if the individual requested is available within a reasonable time. What is a "reasonable time" will depend upon the subject matter being investigated.

## Section 5

A copy of any disciplinary action will be given to the employee being disciplined. The employee will sign the form to acknowledge receipt. A copy will be placed in the employee's file. An employee has the right to prepare a written response to any written reprimand within 10 days of receipt of the reprimand. The response will be placed in the employee's file. The City also agrees to copy employees when any disciplinary document is placed in their personnel file.

## Section 6

Employees are entitled to inspect and copy their personnel files and any internal investigation files not confidential by law. Upon request of the employee, the employer agrees to furnish these records and documents to the employee. The employer will supply these documents within 48 hours of the request.

## Section 7

When the police department receives anonymous complaints of officer misconduct, the department will attempt to verify that there are reasonable grounds that the misconduct may have occurred before starting an official Internal Affairs investigation.

## Section 8

All material that relates to an investigation that is unfounded shall be marked unfounded.

## Section 9

The City agrees to purge all files that relate to internal affairs investigations and after all relevant state and federal statutes of limitations have expired, and then shall be purged in accordance with the dates set out by the GS2 records retention schedule published by the state of Florida, to the extent permitted by the Public Records Act.

## Section 10

A written reprimand shall be marked "no longer effective" and shall be purged from the personnel file after 24 months if the officer has not committed another offense. After 24 months, the reprimand will remain a public record in a file other than personnel. Suspensions are not affected by this Section and may be used in any subsequent discipline. Written reprimands may only be grieved up through step 3 of the grievance procedure.

## Section 11

If termination is involved, the employee may be placed on Administrative Leave with pay pending pre-termination procedures or the outcome of an internal investigation, if it is deemed to be in the best interest of the City. Employees who are placed on Administrative Leave with pay pending pre-termination procedures or the outcome of an internal investigation shall cease to accrue sick and vacation time should the leave exceed one pay period. If the employee is not ultimately terminated, accruals that would have been earned will be posted to the employees sick and vacation accounts.

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**ARTICLE 6**  
**ASSOCIATION BUSINESS LEAVE**

**Section 1.** Negotiating Committee.

Employees who are members of the Association negotiating committee, not more than two in number, shall suffer no loss of pay or benefits to attend all scheduled meetings with representatives of the Employer for the purpose of negotiating the terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty.

**Section 2.** The Association Stewards.

The Employees shall select not more than two (2) Association Stewards whose names shall be furnished to the Employer and the Chief. The Association Steward or representative shall be granted reasonable time off if necessary, during working hours without the loss of pay or other benefits, in order to resolve grievances expeditiously. Said time shall be requested of the Chief or his designee, who shall not withhold permission for more than twenty-four (24) hours, except in the case of an emergency.

**Section 3.** Conventions.

Eligible employees shall be allowed to attend conventions of the FPOA and other police or legal seminars which are deemed by the Chief of Police and the City Manager to be a benefit to the Department.

**ARTICLE 7**  
**STABILITY OF AGREEMENT**

**Section 1**

No agreement, understanding, alteration or variation of the Agreement, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

**Section 2**

The failure of the Employer or the Association to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Association to future performance of any such item or condition, and the obligation of the Employer and the Association to such future performance shall continue in full force and effect.

**Section 3**

All rules, regulations, policies and procedures of the Employer in effect on the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with the terms of this Agreement. Authority to change, modify or delete rules, regulations, policy or procedures not in conflict with the terms of this Agreement rests with the Employer.

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## ARTICLE 8

### HOURS OF DUTY AND WORK SCHEDULE

#### Section 1

Commencing and ending hours of shift will be determined by the Chief of Police. The City hereby elects to establish its workweek under 29 U.S.C. § 270(k) of the Fair Labor Standards Act. The City elects to utilize the fourteen (14) day option under the above-referenced section of the Fair Labor Standards Act.

#### Section 2

The normal work week will be a scheduled 80 hour bi-weekly work period for administrative personnel and a scheduled 84 hour bi-weekly work period for patrol personnel, inclusive of meal breaks, with the shift personnel being assigned by management. However, the Chief of Police may establish such additional shifts as deemed necessary to provide adequate police protection.

#### Section 3

The Employer will notify employees in advance of a permanent change in squad assignments. This will not prevent the Employer from making temporary changes due to manpower shortages, FTO training, coverage requirements, emergencies, etc. The Employer makes the decision regarding shift changes for whatever is in the best interest of the City. Shift changes are usually determined during the start of a new pay period, with up to 48 hours advance notice unless there in an emergency that result in manpower shortages.

#### Section 4

Meal breaks of 30 minutes or less will be paid provided officers do not travel more than 1 mile outside the City limits and are able to promptly respond to calls. During the term of this contract, the current practice of allowing officers to take the police vehicle home for meal breaks will continue; provided that officers live within 1 mile of City limits and must checkout with Dispatch upon leaving their assigned patrol area and must check back in with Dispatch upon returning to their assigned patrol area following a meal break.

#### Section 5

In the event the City determines that it will be necessary to reduce the number of hours from full-time to part-time worked by City employees in all City departments, the Union will be given notice of that decision and a period of thirty (30) days to negotiate the impact of that decision on bargaining unit employees prior to implementation with a minimum of two (2) meetings held during that thirty (30) day period. This section is not applicable to a reduction in hours of part-time employees. In this regard, the City will first make every effort to maintain hours of work in essential positions before considering hours reductions in all City Departments.

## **ARTICLE 9**

### **OVERTIME**

#### **Section 1**

The City elects to operate under a fourteen (14) calendar day work period. The normal pay period will be two consecutive pay weeks. The normal work period for administrative personnel will be eighty (80) scheduled hours during a pay period, exclusive of meal breaks. The normal work period for patrol will be (86) hours during a pay period, inclusive of meal breaks.

#### **Section 2**

All work performed in excess of eighty-six hours (86) in any one pay period shall be paid for at the rate of one and one-half (1 ½) times the employee's regular rate of pay pursuant to section 7(k) of the Fair Labor Standards Act. It is the intent of the City that each employee takes a 30-minute meal break each day.

#### **Section 4**

Any police officer required to return to work by a Sergeant or a superior officer after having left the station at the completion of his regular shift shall be paid at the time and one-half rate, and they shall receive a minimum of two (2) hours pay.

#### **Section 5**

In the event any off-duty bargaining unit member is required to "stand-by" awaiting a call of duty in excess of two (2) hours a day, they shall receive a stipend in the amount of \$46.16 per pay period. Police officers who are required to keep the Department notified of their whereabouts but are not required to remain at a specified location, shall not be compensated for such time.

#### **Section 6**

All hours of required attendance at training and out of town travel (more than fifteen (15) miles) to and from training will be treated as time worked for pay purposes. Time spent out of town at training conferences not in actual training (sleeping, eating or other time not actually in class) will not be counted as time worked for pay purposes, provided that if the required attendance is on a regular workday, the employee shall be paid for either the normal number of hours the employee is regularly scheduled to work on that day or the hours in actual training, whichever is greater. Authorized lodging, meals and travel expenses consistent with City policy in effect at the time the travel occurs will also be paid.

If an employee volunteers to attend an out-of-town training conference, and is permitted to attend by the Chief, if the attendance is on the employee's scheduled workday, the employee will be paid for the regular hours he/she would have worked on that day. No other pay for those who volunteer to attend training will be paid.

If an employee is required to attend mandatory training, which is not for certification

purposes and they have not worked the required 86-hours in the pay period as provided in Sections 1 and 2 because they used scheduled vacation time, the employee shall be compensated at a rate of one and one-half (1½) times the employee's regular hourly pay, if their leave was scheduled and approved more than 30 days prior to the training being scheduled.

#### Section 7

Time paid for, but not worked, such as sick leave, leave without pay and military leave shall not be counted in determining overtime with the following exception: Vacation time and sick leave (for scheduled medical appointments) that are scheduled at least 30 days in advance shall be counted as hours worked when calculating overtime for a work period.

If an officer is required or volunteers to work hours into a second consecutive shift for the purposes of meeting minimum manning levels as set forth from time to time by the Employer, the officer will be paid at the rate of one and one-half (1½) times the officer's regular rate of pay regardless of whether the employee has worked 86 hours in the pay period.

#### Section 8

Whenever a bargaining unit employee is given comp time in lieu of being paid overtime for hours worked, the employee will be given one and a half hours of comp time for each hour worked in a manner not to exceed what is currently provided for to all City of Palatka employees and statutory limitations.

### **ARTICLE 10** **WORKING OUT OF CLASSIFICATION**

#### Section 1

Any sworn police officer covered by this Agreement who is required to accept the responsibilities of a Sergeant for six (6) consecutive hours or longer, shall be paid a 5% differential while serving as a Sergeant. The employer shall not split a 12 hour shift between more than one acting sergeant for the purpose of avoiding acting pay. Any sergeant who is required to accept the responsibilities of a lieutenant for six (6) consecutive hours or longer, shall be paid a 5% differential while serving as a lieutenant. The employer shall not split a 12 hour shift between more than one acting lieutenant for the purpose of avoiding acting pay.

#### Section 2

The senior police officer on the shift when a Sergeant is not available will assume the responsibility of the Sergeant unless a Sergeant or superior officer has appointed an acting Sergeant in his absence regardless of seniority.

The above will not apply if a Sergeant or superior officer is present.



## **ARTICLE 11**

### **EXCHANGE OF TIME**

Each employee in the bargaining unit will be allowed to exchange time or “swap” a shift whenever he is able to secure another employee to work in his place. Said “swap” shall be governed as follows:

1. Such “swaps” or exchanges are made only after prior approval of their respective captain.
2. Such substitution occurs within the same payroll period and does not impose additional cost on the City with regard to the payment of salaries and wages in the form of overtime or otherwise.
3. The officer in charge of the shift in which the substitution takes place be notified one day prior to its becoming effective, except in the case of an emergency, the notification may be made on a shorter term.
4. Approval of swaps will normally be made if the “swap” is for a justifiable reason. The Chief will have the authority to deny swaps if, in his opinion, (a) the privilege is being abused; or (b) either officer involved in the swap is not meeting expected performance standards.
5. Swaps for more than 5 days may be allowed if applied for 14 days in advance and approved by the employees’ respective lieutenant.
6. Repayment of swap time is solely the responsibility of the employees involved in the swap. The City will incur no additional responsibility of any type as a result of permitting a swap.

## **ARTICLE 12**

### **WAGES**

#### **Section 1**

The City’s “Steps in Grade Pay Plan” Policy is incorporated herein in full, together with any subsequent modifications therein.

#### **Section 2**

At the expiration of this agreement on September 30, 2025 and thereafter, there will be no continuation of any increases provided under this Article, unless a new contract is ratified by both parties on or before October 1, 2025, or unless the parties mutually agree in reopener negotiations to extend the contract beyond October 1, 2025. If the contract is not renewed, increases shall default to the City’s “Steps in Grade Pay Plan” as set forth in Section 1 above.

### Section 3

In addition to their other pay, bargaining unit members, assigned as Field Training Officers (FTO), will receive a stipend of \$46.16 per pay period for each shift that they work with a trainee. Officers shall be assigned FTO responsibilities at the discretion of the Chief.

### Section 4

In addition to their other pay, bargaining unit members, working as a certified Instructor will receive a stipend of \$46.16 per pay period that they work as certified Instructor. Bargaining unit members shall be assigned Instructor responsibilities at the discretion of the Chief.

### Section 5

Bargaining unit members assigned to K9 handler status shall receive 1 hour per day at the minimum wage per the Federal Fair Labor Standards Act (FLSA). K-9 handlers will additionally receive a stipend of fifty dollars per pay period (\$50) to cover the cost of caring for the dog during off-duty hours.

### Section 6

Officers who remain in the Investigation Unit for 12-months or more shall receive a stipend in the amount of \$46.16 per pay period. The stipend shall cease upon leaving the Investigation Unit. Assignment of detectives to shifts will be made by the Police Chief to ensure adequate manpower coverage. However, no officer shall be removed from the unit during the initial 12-month period solely to avoid maintaining the higher pay incentive.

### Section 7

Any cost-of-living adjustments provided to other city employees will also be paid to bargaining unit members.

## **ARTICLE 13** **WORKING OFF DUTY/OUTSIDE EMPLOYMENT**

### Section 1

Any City of Palatka employee who has a secondary job with another employer and/or is self-employed doing odd-jobs for pay, must understand that their City job will be their first responsibility and shall not be neglected at the expense of any secondary or off-job activity. Public safety employees will need written permission from their department head.

### Section 2

It should be further understood that no facilities or property of the City are to be utilized by an

employee while engaged in secondary employment, unless specifically approved by the City Manager.

### Section 3

Employees will not solicit outside business during their normal City working hours.

### Section 4

Employees engaged in secondary employment must comply with all licensing requirements to do such work.

### Section 5

The City cannot continue to employ a person when secondary employment in the judgment of their supervisor is interfering with their ability to perform their work in a normal manner, nor can the City continue to employ a person whose secondary employment reflects unfavorably on the City, at the sole judgment of the City Manager.

### Section 6

Any employee who has a secondary job with another employer shall disclose the name, address and telephone number of the secondary employer. Any employee who has a secondary job and is self-employed shall disclose the name, address and telephone number under which they are self-employed.

## **ARTICLE 14** **GRIEVANCE AND ARBITRATION PROCEDURES**

### Section 1. Matters Covered.

A grievance is described as a dispute over the application, interpretation or alleged violation of this Agreement. An earnest effort shall be made to adjust such grievance immediately as outlined in this Article.

Any non-monetary incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any such grievance or arbitration.

### Section 2. Steps in Grievance Procedure.

Grievances The parties agree to attempt to resolve non-disciplinary issues and disputes informally prior to filing a grievance. If the parties are unable to resolve the issue or the issue does not lend itself to informal resolution, a formal grievance may be filed.

Step 1: The employee or the union may submit the grievance or dispute to the employee's Captain within ten (10) business days. In grievances involving disciplinary actions, the grievance

must be submitted to the employee's Captain within ten (10) business days of the disciplinary action being taken. In grievances not involving disciplinary actions, the grievance must be submitted to the employee's Captain within ten (10) business days from the date the employee could reasonably be expected to have knowledge of the facts constituting the grievance. The Captain shall respond to the union official (employee) who filed the grievance within ten (10) business days. Failure to file a grievance within the time required shall render the grievance null and void.

Step 2: If the grievance has not been satisfactorily resolved, the employee or the Union may present said grievance, which must be in written form, to the Chief or his designee within ten (10) business days after the response under Step 1 is received or due. The grievance must cite the appropriate Agreement Article which is allegedly being violated. The Chief of Police or his designee shall respond in writing to the Union official (employee) who filed the grievance within ten (10) business days.

Step 3: If the grievance still remains unadjusted, it shall be presented to the City Manager or his designee, in writing, within ten (10) business days after the response to the Chief is due. The City Manager shall respond in writing within ten (10) business days.

Step 4: If the decision of the City Manager or his designee is not acceptable to the employee or the Union, the Union may, by written notice to the City Manager within ten (10) business days of receipt of the answer at Step 3, request binding arbitration.

### Section 3

The term "business days" as used in this Article will be days that City Hall is open for business. Any time limits set forth in this Article may be extended by mutual consent.

### Section 4

Hours/time spent by a grievant with Union representatives preparing and/or pursuing his or her grievance, up to and including arbitration shall not be considered hours worked. The employee may elect to use vacation time for this purpose. Hours spent by a grievant in meetings with the City during steps of the contractual grievance procedure other than arbitration shall be considered hours worked.

### Section 5

Grievances involving discipline may proceed immediately to Step 2. Grievances of written or verbal reprimands may not proceed beyond step 3 of the grievance procedure.

### Section 6

The arbitration proceedings shall be conducted by an arbitrator after an arbitration request has been submitted. If the parties fail to select an arbitrator, the Federal Mediation and

Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. The Union shall have the right to strike the first name; the City shall then strike one name. The process shall be repeated, and the remaining person shall be the Arbitrator.

The Arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall submit in writing his findings of fact and decision within thirty (30) days after the conclusion of testimony and argument or as soon as practical thereafter.

The expense of the Arbitrator's services and the proceedings shall be split evenly between the parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and provides a copy without charge to the Arbitrator, if requested. If both parties request or obtain a copy of the transcript, the cost of the transcript will be split by the parties.

For purposes of the arbitration hearing the following standards for the payment of witnesses shall apply:

1. The grievant shall not be paid for time spent at the hearing, but may use vacation time;
2. Any witnesses subpoenaed by either the Union or the City who are scheduled for duty during the arbitration hearing shall be paid their normal hourly rate for time spent at the arbitration hearing;
3. Any witnesses subpoenaed by either the Union or the City who are not scheduled for duty during the arbitration hearing shall be paid their normal hourly rate for time spent at the arbitration hearing if: (1) they are called to testify and (2) the arbitrator determines that his or her testimony is material to the case. No shift swaps will be permitted for those individuals subpoenaed for an arbitration hearing. No grievant or witness may drive a City vehicle to the arbitration hearing.

## Section 7

Probationary employees are not entitled to grieve or arbitrate any issues relating to discipline or discharge. Promotional probationary employees may not grieve being returned to their prior rank during their promotional probationary period. Promotional probation may exceed 6 months.

## Section 8

1. Any employee who has been served a disciplinary suspension may:
  - (a) Sign a waiver stating that they are not going to pursue any of their grievance rights.

The employee will then serve their suspension as assigned OR

- (b) Grieve or decline to sign the waiver noted above in which case the suspension will not be served until such time that the time frames to grieve have expired through arbitration.

2. A disciplinary suspension maybe with loss of pay, reduction in pay or loss of vacation time depending on the staffing needs of the Department and at the discretion of the Chief.

#### Section 9

In the event it is determined by The City or an arbitrator that an employee covered under this agreement has not been appropriately compensated pursuant to the terms of this agreement, the City shall only be liable for back pay for a period of three (3) calendar years from the date the City discovers the alleged error, or the employee notifies the City in writing of the alleged error.

### **ARTICLE 15** **SENIORITY**

#### Section 1

Regarding promotions, transfers, increases or decreases in the working force, seniority of an employee shall be determined by this Agreement.

#### Section 2

Seniority in the Palatka Police Department shall commence from the date of appointment as a regular full-time member of the Palatka Police Department. Officers entering on the same day shall have their seniority determined by their oral interview score with the highest score being most senior. Sergeants and Lieutenants appointed on the same day shall have their seniority determined by total length of service.

#### Section 3

Seniority shall not be broken by military leave, vacation time, sick time, injury leave, temporary layoff not in excess of one year, or leave of absence as defined in this Agreement.

#### Section 4

Seniority shall be broken by resignation or termination for just cause.

#### Section 5

In the event of a reduction in force, layoff or abolition of position, layoff shall be in inverse order of hiring and recall by seniority within classification.

#### Section 6

When a permanent opening occurs within any shift, day or nights, the senior police officer within the rank who requests the same shift may be assigned to said shift. If a shift vacancy occurs

as set out above, it will be posted in a conspicuous place for at least three (3) days prior to said shift vacancy being filled. Assignment by seniority to shift shall not mean to a particular position of said shift. Shift assignments may be changed with the approval of the Chief. The Chief may also change shift assignments for legitimate agency needs.

#### Section 7

When a permanent opening occurs within any specialist position, including that of an investigator, any person wishing to may apply in writing to the Chief of Police for consideration for such position. The final decision with respect to the filling of such position shall be that of the Chief of Police after evaluation of the qualification of all applicants for such position. However, seniority shall be a factor in his consideration. Such openings shall be posted as set forth in Section 6 above.

#### Section 8

Seniority will not be observed when the conditions described in the “Working Out of Classification” exist.

### **ARTICLE 16** **UNIFORM ALLOWANCE AND EQUIPMENT**

The current city policy and practice concerning uniforms equipment and the replacement of damaged personal property or city property shall remain in place.

### **ARTICLE 17** **SICK LEAVE**

#### Section 1.

The City’s current sick leave policy and practice shall remain in effect, except that after ten years of service with the city, any employee who retires or resigns, with a two-week notice, shall be paid out for one quarter (1/4) of their accumulated sick leave. Terminated employees shall not be entitled to any sick leave pay out.

### **ARTICLE 18** **VACATION LEAVE**

#### Section 1. Vacation Leave

The City’s current Vacation Leave policy shall remain in effect.

### **ARTICLE 19** **HOLIDAY LEAVE**

## Section 1

The City's current Holiday Leave policy shall remain in effect.  
The City observed holidays are:

New Year's Day  
Martin Luther King's Birthday (3rd Monday in January)  
Good Friday  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
Personal Holiday  
Safety Bonus/Holiday

## **ARTICLE 21** **VEHICLES AND CELL PHONES**

### Section 1

All bargaining unit members that have completed their FTO training will, whenever possible, be assigned a city vehicle as a take home car. Employees may drive their city vehicle to and from work and they may make distinct deviations for nonessential personal errands. The city shall provide insurance to insure both the city and the employee as provided for by Florida Statute 627.7491.

### Section 2

In order to use a vehicle as a take home car the employee must live within 30 "air" miles of the Palatka city limit.

### Section 3

The current policy shall remain in place providing for window tinting for administrative personnel, detectives, supervisors and K-9 vehicles.



#### Section 4

All bargaining unit members shall receive an agency issued phone for the service of telephonic communication. Supervisory positions are entitled to the issuance of smart phones. The cell phone and the contents of the phone remain the property of the City.

### **ARTICLE 22** **SAFETY AND HEALTH**

#### Section 1

It is the responsibility of the City to provide safe and sanitary working conditions in all present and future installations and to develop a safe working force. The Association will cooperate with and assist management to this end.

#### Section 2

The City and The Association insist on the observation of safe rules and safe procedures by employees and supervisors and insist on the correction of unsafe conditions. Failure of employees to comply may result in a disciplinary action.

#### Section 3

If an employee believes he/she is being required to work under unsafe conditions, the employee shall (1) notify his/her immediate supervisor who will immediately investigate the condition and take corrective action if necessary; (2) the Association Steward may immediately notify the Chief; (3) file a grievance if no corrective action is taken within the period stated in Article 16.

#### Section 4

Employees who work at jobs or in areas deemed by the City Manager or their designee to be dangerous shall be required to wear safety devices and/or equipment as designated by that office as necessary for their protection. Such devices and equipment will be provided by the City. When such equipment has been prescribed by the City Manager or their designee, it shall be furnished by the City at no cost to the employee. Failure or refusal of an employee to wear safety devices and use safety equipment shall be grounds for disciplinary action.

#### Section 5

The current city policy concerning a drug free workplace shall remain in effect.

**ARTICLE 23**  
**MEDICAL COVERAGE**

Section 1      The City shall continue to provide medical coverage to all bargaining unit members under the same terms and conditions as they currently provide, except as altered by this agreement.

**ARTICLE 24**  
**BULLETIN BOARD AND ASSOCIATION BUSINESS**

Section 1

The Association shall have the use of up to one-half the area of the bulletin boards located in the Ready Room or Classroom area for posting notices, which shall not be of a political or controversial nature.

All notices shall be signed by an officer of the Association.

Copies of all notices shall be submitted to the City Manager or his designee prior to their being posted. If the City Manager feels that the notice is of a controversial nature, the Association agrees to rewrite it in such a way that it would not be of a controversial nature.

Any material found on The Association bulletin board space not on file with the Employer or not signed by an officer of the Association may be removed by the Employer.

Materials posted on The Association bulletin board must be dated and may be removed after thirty (30) days unless otherwise agreed upon.

Section 2

The City hereby agrees that the Association will have the right to use the Training Room at the Palatka Police Department for the purpose of the Association meetings. The room must be scheduled in advance with the Chief of Police, and its use by the Association will be limited by other needs.

**ARTICLE 25**  
**COUNSELING**

Section 1

Whenever any Palatka police officer is directly involved in a shooting incident (i.e., the officer is doing the shooting or being shot at), the officer will be placed on “paid administrative leave” by the Chief of Police. The length of the leave shall be at the discretion of the Chief.

Section 2

If deemed necessary by the Chief of Police, the City will make available to the officer the services of a psychologist or qualified counselor approved by the City for the purpose of helping the officer deal with the “aftermath” of the incident. This service will be paid for by the City.

### Section 3

If, in the opinion of the psychologist or counselor, the officer is unable to return to full active duty, the officer may be placed on light or administrative duty until such time as the psychologist or counselor certifies that the officer is ready to return to full active duty.

## **ARTICLE 26** **VACANCIES - PROMOTIONS**

### Section 1

When a budgeted vacancy occurs in any position covered by this Agreement, such vacancy shall be filled without undue reasonable delay.

All vacancies shall be filled in accordance with City Personnel Regulations. Preference shall be given to "acting" positions.

For the purposes of this Article, "undue unreasonable delay" will mean not more than six (6) months.

## **ARTICLE 27** **ABOLISHMENT, CONSOLIDATION OR REDUCTION IN WORK FORCE**

In the event of a City reduction in work force of 50% or more, consolidation or abolishment of the department, the City and The Association will meet as soon as possible to discuss severance pay, which shall not exceed four (4) weeks. Consolidation occurs when there is a joint venture between two contiguous law enforcement agencies, in this case, consolidation with the Putnam County Sheriff's Office. Abolishment of the department contemplates replacing and severely limiting traditional policing with other systems of public safety, education and community peacekeeping.

## **ARTICLE 28** **SEVERABILITY CLAUSE**

Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet within twenty (20) days and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

**ARTICLE 29**  
**DURATION**

Section 1

This Agreement will be in full force and effect from the date ratified by both parties until September 30, 2025.

## STAFF REPORT

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### APPLICATION REQUEST

The Clerk is asking for approval of the City Commission calendar for 2025.

### BACKGROUND

### PROJECT ANALYSIS

**Of note, the Clerk is asking the following City Commission meetings be cancelled, in keeping with the tradition that 1 City Commission meeting is cancelled in holiday months and summer months and when conflicting with a conference associated with the Florida League of Cities:**

February 27, 2025 Palatka City Commission Meeting 6:00 PM **Cancel due to Conflict with FBC LEO Conference**

June 12, 2025 Palatka City Commission Meeting 6:00 PM **Cancel Summer Schedule**

July 10, 2025 Palatka City Commission Meeting 6:00 PM **Cancel Summer Schedule**

August 14, 2025 Palatka City Commission Meeting 6:00 PM **Cancel due to conflict with FLC Annual Conference**

November 27, 2025 Palatka City Commission Meeting **Cancel Holiday Schedule**

December 25, 2025 Palatka City Commission Meeting **Cancel Holiday Schedule**

**The City's Finance Director/Interim City Manager, has asked for 2 budget workshops for the CRA and 5 budget workshops for the City Commission (all funds):**

June 6, 2025 Palatka Community Redevelopment Budget workshop 2:30 PM

June 6, 2025 Palatka City Commission Budget workshop 4:00 PM

June 20, 2025 Palatka Community Redevelopment Budget workshop 2:30 PM

June 20, 2025 Palatka City Commission Budget workshop 4:00 PM

July 10, 2025 Palatka City Commission Budget workshop 4:00 PM

August 8, 2025 Palatka City Commission Budget workshop 3:30 PM

August 29, 2025 Palatka City Commission Budget workshop 3:30 PM

### Staff Recommendation

Approve calendar

### ATTACHMENTS

|    |                                                 |
|----|-------------------------------------------------|
| 1. | Tentative 2025 Palatka City Commission Calendar |
|----|-------------------------------------------------|



**ROBERTA M. CORREA**  
MAYOR-COMMISSIONER

**TAMMIE McCASKILL**  
COMMISSIONER

**JUSTIN R. CAMPBELL, SR.**  
COMMISSIONER

**WILL JONES**  
COMMISSIONER

**RUFUS J. BOROM**  
COMMISSIONER



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

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

**JANE WEST, ESQ.**  
CITY ATTORNEY

**SUNNI KRANTZ, CMC**  
CITY CLERK

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

**CHRIS TAYLOR**  
CHIEF, FIRE DEPT.

## 2025 City Commission Calendar

January 1, 2025 City Offices Closed - New Year's Day  
January 6, 2025 Palatka City Commission Meeting 7:30 PM (Inauguration)  
January 9, 2025 Palatka City Commission Meeting 6:00 PM  
January 17, 2025 Arbor Day  
January 20, 2025 City Offices Closed - Martin Luther King Jr. Day  
January 23, 2025 Palatka City Commission Meeting 6:00 PM  
February 10, 2025 Palatka Community Redevelopment Meeting 5:00 PM  
February 13, 2025 Palatka City Commission Meeting 6:00 PM  
February 27 – 28, 2025 Florida Black Caucus of Local Elected Officials Annual Conference  
Kissimmee, FL  
~~February 27, 2025 Palatka City Commission Meeting 6:00 PM~~ **Cancel due to Conflict with**  
**FBC LEO Conference**  
March 13, 2025 Palatka City Commission Meeting 6:00 PM  
March 19 – 20, 2025 Rural Counties Day – Tallahassee, FL  
March 24 – 26, 2025 Legislative Action Days – Tallahassee, FL  
March 27, 2025 Palatka City Commission Meeting 6:00 PM  
April 10, 2025 Palatka City Commission Meeting 6:00 PM  
April 14, 2025 Palatka Community Redevelopment Meeting 5:00 PM  
April 18, 2025 City Offices Closed - Good Friday  
April 24, 2025 Palatka City Commission Meeting 6:00 PM  
May 8, 2025 Palatka City Commission Meeting 6:00 PM  
May 22, 2025 Palatka City Commission Meeting 6:00 PM  
May 26, 2025 City Offices Closed - Memorial Day  
June 6, 2025 Palatka Community Redevelopment Budget workshop 2:30 PM  
June 6, 2025 Palatka City Commission Budget workshop 4:00 PM  
June 9, 2025 Palatka Community Redevelopment Meeting 5:00 PM  
~~June 12, 2025 Palatka City Commission Meeting 6:00 PM~~ **Cancel Summer Schedule**  
June 19, 2025 City Offices Closed – Juneteenth  
June 20, 2025 Palatka Community Redevelopment Budget workshop 2:30 PM  
June 20, 2025 Palatka City Commission Budget workshop 4:00 PM  
June 26, 2025 Palatka City Commission Meeting 6:00 PM  
July 4, 2025 City Offices Closed - Independence Day  
~~July 10, 2025 Palatka City Commission Meeting 6:00 PM~~ **Cancel Summer Schedule**  
July 10, 2025 Palatka City Commission Budget workshop 4:00 PM

**201 N. 2<sup>nd</sup> STREET ▪ PALATKA, FLORIDA ▪ 32177**

PHONE: 386-329-0100

[www.palatka-fl.gov](http://www.palatka-fl.gov)

FAX: 386-329-0106

July 24, 2025 Palatka City Commission Meeting 6:00 PM  
 August 8, 2025 Palatka City Commission Budget workshop 3:30 PM  
 August 11, 2025 Palatka Community Redevelopment Meeting 5:00 PM  
 August 14 – 16 FLC Annual Conference  
~~August 14, 2025 Palatka City Commission Meeting 6:00 PM~~ **Cancel due to conflict with FLC Annual Conference**  
 August 28, 2025 Palatka City Commission Meeting 6:00 PM  
 August 29, 2025 Palatka City Commission Budget workshop 3:30 PM  
 September 1, 2025 City Offices Closed - Labor Day  
 September 11, 2025 Palatka City Commission Meeting 6:00 PM - 1st reading of Budget & Millage  
 September 18, 2025 Northeast Florida League of Cities Meeting in Palatka, FL  
 September 25, 2025 Palatka City Commission Meeting 6:00 PM - Adoption of Budget & Millage  
 October 9, 2025 Palatka City Commission Meeting 6:00 PM  
 October 13, 2025 Palatka Community Redevelopment Meeting 5:00 PM  
 October 23, 2025 Palatka City Commission Meeting 6:00 PM  
 November 11, 2025 City Offices Closed - Veterans Day  
 November 13, 2025 Palatka City Commission Meeting 6:00 PM  
~~November 27, 2025 Palatka City Commission Meeting~~ Cancel Holiday Schedule  
 November 27 – 28, 2025 City Offices Closed - Thanksgiving Day and Day after Thanksgiving  
 December 3 – 5 (Tentative) FLC Legislative Conference  
 December 8, 2025 Palatka Community Redevelopment Meeting 5:00 PM  
 December 11, 2025 Palatka City Commission Meeting 6:00 PM  
 December 24 - 25, 2025 City Offices Closed - Christmas Eve and Christmas Day  
~~December 25, 2025 Palatka City Commission Meeting~~ **Cancel Holiday Schedule**

Pension Boards Meeting Dates: February 25, May 27, August 26, December 2



**ADOPT RESOLUTION 2024-R-239 authorizing the execution of an employment agreement with Terrill L. Hill as Interim City Manager**  
**Authorizing the execution of Resolution 2024-R-239 appointing Terrill Hill as Interim City Manager**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

During the October 24, 2024 commission meeting, the commission approved the appointment of Terrill Hill as Interim City Manager with a 4-1 vote.

### **BACKGROUND**

The Commission approved the appointment of Terrill Hill as Interim City Manager on October 24, 2024. The direction of the Commission was that Human Resources and Legal begin preparing a contract for Mr. Hill to be presented to the Commission during the November meeting. A copy of the contract was initiated and provided to Mr. Hill, who had recommended several items to be provided in the contract. Legal also determined that the "Of Counsel" requirement needed to be met before the contract could be finalized. A list of the court cases which have the City of Palatka as a party has been requested (not yet received). A copy of the contract with the noted items recommended by Mr. Hill is attached.

### **PROJECT ANALYSIS**

The staff used the following data, in addition to the City's Salary Study Survey to determine the recommended amount for the salary for the Interim City Manager's position:

#### **UNITED STATES**

|                |  |                         |
|----------------|--|-------------------------|
| <b>AVERAGE</b> |  | <b>125,343.00</b>       |
| <b>RANGE</b>   |  | 55,171.00 to<br>579,378 |
| <b>TOP</b>     |  | 579,378.00              |

#### **CITIES IN FLORIDA**

| <b>Employer</b>                         | <b>Average Salary</b> |
|-----------------------------------------|-----------------------|
| <a href="#">City of North Miami, FL</a> | \$267,796             |
| City of Naples, FL                      | \$206,000             |
| City of Palm Coast, FL                  | \$161,385             |
| <a href="#">City of Ocala, FL</a>       | \$154,552             |

|                                       |          |
|---------------------------------------|----------|
| <a href="#">City Of Opa Locka, FL</a> | \$90,865 |
| City of Midway, FL                    | \$19,160 |

The average Interim City Manager salary in Florida is \$122,709. The salary range for an Interim City Manager is usually between \$55,013 and \$211,174 per year, representing the 25th to 75th percentiles respectively. The top 10% of earners, that is the 90th percentile, have an annual salary of \$267,796. The average hourly pay for an Interim City Manager is \$58.99 per hour.

#### **CITY OF PALATKA**

|                |                             |
|----------------|-----------------------------|
| <b>AVERAGE</b> | <b>138,180.00</b>           |
| <b>MAXIMUM</b> | 171,284.00                  |
| <b>MINIMUM</b> | 108,263.00                  |
| <b>RANGE</b>   | 122,520.00 to<br>155,508.00 |

The above average salary ranges were utilized in order to determine the average salary to be considered for the Interim City Manager job offer. The average salary would be 139,358, which would be step 3 on City Manager range or Step 4 of the Assistant Manager range.

Human Resources also reviewed CPI or annual inflation rate, since a precedent had been established with hiring a person who was not a current employee as an Interim City Manager in 2019 at the rate of \$7,000 monthly or \$84,000 annually. Based upon an average inflation rate of 3.96%, the amount would be \$102,002 (see below):

Year CPI change of  
3.96% annually

|      |                  |
|------|------------------|
| 2019 | \$84,000         |
| 2020 | \$87,326         |
| 2021 | \$90,785         |
| 2022 | \$94,380         |
| 2023 | \$98,117         |
| 2024 | <b>\$102,002</b> |

#### **Staff Recommendation**

Staff recommends that the Commissioners reviews and considers for approval the attached revised contract which considers precedent and other related factors, and is in accordance with the City Manager search guidance approved and accepted by the Commissioners on October 10, 2024, and reflects the term of November 2024 to February 2025, and should not exceed the range of \$102,002 to \$135,486 (recommended by Human Resources Manager).

The Commission may consider **Mr. Hill's requested additional contractual terms:**

- He agrees to the "Of Counsel" but not on a short-term contract. The contract must be more than 12 months.
- He will continue to function as an employee of his firm.
- The City may, at any time, choose to appoint Mr. Hill as City Manager upon the majority vote of the Commission.
- He wants to begin vacation accrual based on his 8 years of service as Mayor, therefore receiving 3 weeks per year versus 2 weeks per year.
- Salary requirements are \$180,000 annually or \$15,000 monthly (was originally stated at \$187,500)
- Needs to close out existing cases that are not in conflict with the City of Palatka which require minimal appearances, and will transfer cases which are in conflict with the City or remove his name.

**ATTACHMENTS**

|    |                                                   |
|----|---------------------------------------------------|
| 1. | 2024-R-239                                        |
| 2. | Hill Interim City Manager Agreement11-14-24 mg jw |

**RESOLUTION NO. 2024-R-239**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AUTHORIZING THE EXEUTION OF A TEMPORARY  
EMPLOYMENT AGREEMENT WITH TERRILL HILL AS  
INTERIM CITY MANAGER OF THE CITY OF PALATKA;  
PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING  
FOR SCRIVENER’S ERRORS**

**WHEREAS**, the City Commission appointed Marcia G. Carty, Finance Director, to serve as Interim City Manager on September 12, 2024; and

**WHEREAS**, the City Commission voted to appoint Terrill Hill to serve as Interim City Manager until the selection of a permanent City Manager by the City Commission on October 24, 2024; and

**WHEREAS**, pursuant to Article III, Section 36 of the Palatka City Charter, the Palatka City Commission, by a majority vote, shall appoint a city manager for an indefinite term; and

**WHEREAS**, a contract is needed with Mr. Hill outlining his services to the City while serving in the capacity as Interim City Manager of the City of Palatka, Florida, until such time that a permanent city manager is hired, as provided for in Article III, Section 36 of the City Charter of the City of Palatka; and

**WHEREAS**, Mr. Hill’s temporary employment start date shall be the effective date of the contract.

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

- 1. The Mayor and the City Clerk are hereby authorized to execute and attest the Temporary Employment Agreement with Mr. Hill;
- 2. Mr. Hill’s salary shall be \$ \_\_\_\_\_ bi-weekly during the time he serves as Interim City Manager; 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** this 14th day of November, 2024, by the City Commission of the City of Palatka, Florida.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

EXHIBIT "A"  
SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day o, by and between the CITY OF PALATKA, a Florida municipal corporation, (hereinafter "CITY"), as party of the first part, and TERRILL HILL (HILL) (hereinafter "CONTRACTOR"), as party of the second part, pursuant to the following terms and conditions:

WITNESSETH:

WHEREAS the CITY desires to contract for the services of TERRILL HILL (HILL) (HILL) to act as Interim City Manager of the City of Palatka, Florida, based upon the action taken by the Palatka City Commission at a duly called special meeting on October 24, 2024, and as provided for in Article III, Section 36 of the City Charter of the City of Palatka; and

WHEREAS HILL desires to act in the capacity of Interim City Manager of the City of Palatka under the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties

The CITY hereby agrees to engage said HILL (HILL) to act as the Interim City Manager of the City of Palatka, to perform the functions and duties specified in the City Charter and the Code of Ordinances of the City of Palatka, and to perform such other legally permissible and proper duties and functions as the City Commission of the City of Palatka shall assign.

Section 2. Term

- A. The term of this agreement shall not be specifically defined. CITY and HILL acknowledge that CITY is actively involved in a search for a person who will serve in the position of CITY MANAGER for the City on a long-term basis. HILL is able to apply for the long-term position of City Manager. Accordingly, it is contemplated by the parties that HILL will provide the services described herein for a period of time that is not likely to exceed five (5) months. However, the exact term of HILL'S service is not herein further specified.
- B. While serving the CITY under the terms of this Agreement, HILL shall not become employed by any other employer with City business.

C. This Agreement shall commence on November \_\_\_\_\_, 2024 and shall continue in full force and effect thereafter until terminated by the parties pursuant to Section 3.

D. Conflict of Interest/Outside Employment

Employee shall not engage in any activity, business or transaction or have a financial or personal interest or association, direct or indirect which conflicts with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of ~~her~~ his duties under this Contract.

Hill agrees, during the term of this agreement, to devote his work-related efforts exclusively to the City and not to be employed by any other employer while employed by the City or engage in work-related activities on behalf of any entity other than the City. Nothing herein shall be construed as to prevent Hill from serving in the capacity "*Of Counsel*" to the firm of Terrill L. Hill, P.A., as that term is defined by The Florida Bar, provided that Hill shall not personally represent any client in administrative or judicial proceedings, but shall be permitted to consult with attorneys and staff of Terrill L. Hill, P.A. regarding any matter which does not involve the interests, activities, or functions of the City of Palatka and to the extent that his serving in the capacity "*Of Counsel*" does not conflict with his full-time position as Interim City Manager. Any matters undertaken by Hill in his role as "*Of Counsel*" shall be performed on Hill's time off and shall not conflict in any way whatsoever with City business.

E. The Interim City Manager shall not hire any individual that the City Commission has previously terminated, nor shall any corporate entity be retained in which any member, shareholder, or employee of said corporate entity was previously terminated by the City Commission.

F. Background Check

Employee agrees to undergo a background check similar to those performed for regular City employees and agrees to a credit check as it is substantially job-related for the position of Interim City Manager. In the event the background check is unsatisfactory, this Contract will terminate immediately upon notice by the City and neither party will have any further obligations.

Section 3. Termination

A. Either Party to this Agreement may terminate this Agreement by giving to the other Party fourteen (14) days written notice of their desire to terminate this Agreement. HILL agrees to cooperate fully and in any reasonable fashion in any litigation to which the CITY is a party if same shall become necessary even after the termination of this agreement. In the event HILL'S cooperation is necessary,

HILL shall be reimbursed for any reasonable expenses he incurs as a result of his cooperation..

#### Section 4. Compensation

The CITY agrees to pay HILL, commencing upon November \_\_\_\_\_, 2024, for his services rendered pursuant hereto, at the rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per month, as a CONTRACTOR. CITY shall not deduct from HILL'S compensation any amount attributable to income taxes, social security, Medicare or other. Instead, HILL shall be fully responsible for payment of any and all amounts due the state or federal government.

#### Section 5. Hours of Work

HILL shall be at work routinely during the normal business hours of the CITY, and shall devote such additional time as is necessary to perform assigned responsibilities but shall have a flexible work schedule keeping in mind the best interest of the CITY.

#### Section 6. Automobile and Cellular Phone

HILL is required to be on call for twenty-four-hour service. In recognition thereof, the CITY shall provide, maintain, insure, and fuel a late model vehicle for HILL'S business and personal use. All personal use will be reported according to IRS regulations. HILL shall also receive a cellular phone (smart phone) which shall be provided and paid for by the CITY.

#### Section 7. Vacation and Sick Leave

HILL is not eligible for said benefits.

#### Section 8. Holidays

HILL shall be entitled to the same holiday time off as is provided to general employees of the CITY not otherwise covered by a collective bargaining agreement.

#### Section 9. Disability, Health, Vision, Dental and

##### Life Insurance

HILL is not eligible for said benefits.

#### Section 10. Retirement

HILL is not eligible for said benefits.

#### Section 11. Professional Development

- A. The CITY agrees to budget for and pay the reasonable and necessary travel and subsistence expenses of HILL for professional and official travel, meetings and occasions adequate to continue the professional development of HILL, and to adequately pursue necessary official and other functions for the City, such as the Florida League of Cities, or, International City and County Manager's Association Annual-Conference, or,--other regional, state and local governmental groups and committees thereof on which HILL serves as a member.

#### Section 12. Indemnification

- A. The CITY shall provide a legal defense, save harmless, and indemnify HILL against any tort, professional liability claim or demand or any other legal action, arising out of an alleged act or omission occurring within the scope

of HILL'S and performance of HILL'S duties and functions, under the same terms and conditions as provided to employees of the City of Palatka in accordance with the requirement and provisions of the City Charter and Code of Ordinances of the City of Palatka and Florida law. The CITY shall have the right to compromise and settle and such claim or suit and pay the amount of any such settlement or judgment rendered thereon, in its sole discretion. Said indemnification shall extend the expiration of this agreement to provide protection for any such acts undertaken or committed in HILL'S capacity as Interim City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the CITY, provided however, the obligations of the CITY to HILL as set forth within this paragraph above shall not apply to any act or omission of HILL committed maliciously or in bad faith or that is outside the scope of HILL'S duties as defined herein.

- B. The CITY shall bear the full cost of any fidelity or other bonds, which may in the future be required of HILL by law or ordinance.

#### Section 13. Relocation Expenses

- A. HILL agrees to reside within the CITY limits while serving as the Interim City Manager.

#### Section 14. Code of Ethics

- A. Hill shall comply with the Florida Commission on Ethics, including Florida's Government in the Sunshine constitutional requirements regarding ethics in government together with the Code of Ethics for Public Officers and Employees found in Chapter 112 (Part III) of the Florida Statutes.
- B. Hill shall in good faith attempt to secure membership in the Florida City and County Management Association (FCCMA) and International City Management Association (ICMA). Regardless of whether Hill is or becomes a member of said association the Code of Ethics promulgated by the FCCMA is incorporated herein, and by this reference made a part hereof. Said Code of Ethics shall furnish principles to govern Hill's conduct and actions as Interim City Manager of the City.
- C. Because of the duties and role of the Interim City Manager on behalf of the City of Palatka and its citizenry, the Interim City Manager shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the jurisdictional limits of Palatka, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval by the City Commission.
- D. During the term of this Agreement, the Interim City Manager further agrees, except as a personal residence, not to invest in any other real estate within the jurisdictional limits of the City of Palatka without the prior consent of the City Commission.
- E. The Interim City Manager shall not engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations. This section shall not serve to prohibit independence acts or other forms of enterprise during those hours not covered by active City employment, providing such acts do not constitute a conflict of interest as defined herein.



#### Section 15. Other Terms and Conditions

The City Commission, in consultation and agreement with HILL may fix any such other terms and conditions of HILL'S service, as it may determine necessary from time to time, HILL, provided such terms and conditions are not inconsistent with or in direct conflict with the provisions of this Agreement, the City Charter, the City Code of Ordinances, or any other applicable law.

#### Section 16. General Provisions

- A. The text herein shall constitute the entire agreement between parties, and shall supersede any and all prior agreements or understandings between the parties.
- B. This Agreement shall become effective commencing on the \_\_\_ day of November, 2024.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.
- E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Putnam County, Florida.
- F. The agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of HILL, if applicable.
- G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.
- H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition, or covenant of this Agreement shall be binding on either party until both parties have signed it.

THIS AGREEMENT IS INTENDED TO CREATE A CONTRACTUAL, RATHER THAN EMPLOYMENT, RELATIONSHIP BETWEEN THE PARTIES AND THE PARTIES, BY SIGNING THIS AGREEMENT, SPECIFICALLY ACKNOWLEDGE THIS INTENT AND CONSENT TO ITS BEING INTERPRETED ACCORDINGLY.

APPROVED by the City Commission of the City of Palatka during regular session on this 14<sup>th</sup> day of November, 2024.

ATTEST \_\_\_\_\_ CITY OF PALATKA

\_\_\_\_\_  
SUNNI KRANTZ

CITY CLERK

\_\_\_\_\_  
BY: ROBERTA CORREA, it's Mayor

\_\_\_\_\_  
TERRILL HILL, Contractor\_\_\_\_\_

\_\_\_\_\_  
WITNESS\_

IN WITNESS WHEREOF, the City of Palatka, Florida, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested to by its City Clerk and approved as to form by the City Attorney, and HILL has signed and executed this Agreement both in duplicate, on the day and year first written.

APPROVED by the City Commission of the City of Palatka on the 21st day of June, 2019.

ATTEST:

CITY OF PALATKA

(Seal)

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

\_\_\_\_\_  
BY: Roberta Correa  
Its MAYOR

Witnesses:

Terrill Hill

\_\_\_\_\_  
CONTRACTOR

APPROVED AS TO FORM  
AND LEGALITY

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

**DISCUSSION/DIRECTION for the funding of the demolition of 1122 Bronson Street (Old Best Packers)**

**DISCUSSION/DIRECTION Funding for the demolition of 1122 Bronson St.**

## **STAFF REPORT**

DATE: November 14, 2024  
TO: City of Palatka City Commission  
FROM: City Staff

### **APPLICATION REQUEST**

Provide direction authorizing the expenditure of ARPA funds for the abatement of 1122 Bronson St.

### **BACKGROUND**

The long neglected and abandoned former meat packing plant located at 1122 Bronson St. is considered an extreme public safety hazard. Earlier this year, the City Manager executed a Summary Order of Abatement authorizing the abatement of the entire property which consists of three structures totaling 33,000 sq. ft. A qualified demolition contractor has conducted inspections of the property and we will need a NESHAP report to test for the presence of lead and asbestos. Demolition will take approximately one month to complete. Funding sources for the abatement need to be identified in order to proceed with entering into the contract for demolition.

### **PROJECT ANALYSIS**

### **Staff Recommendation**

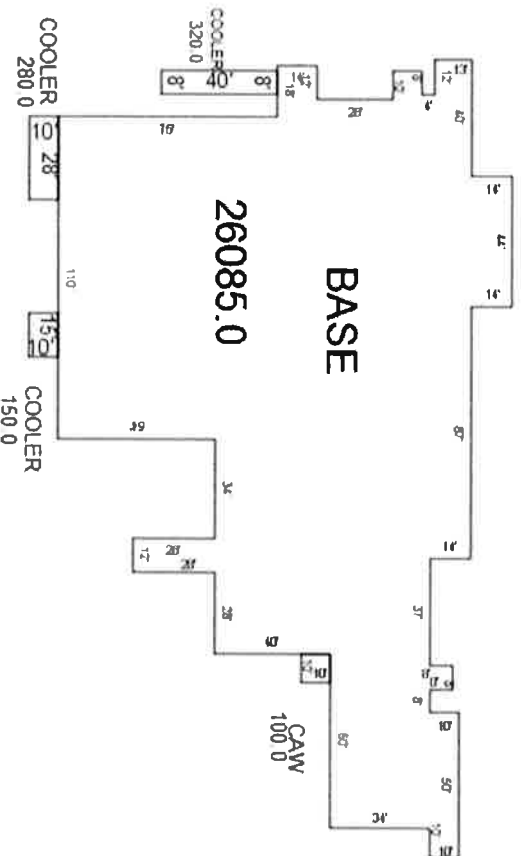
Identify and authorize funding for the demolition.

### **ATTACHMENTS**

|    |                                      |
|----|--------------------------------------|
| 1. | 1122 Bronson building layout         |
| 2. | 1122 Bronson Summary Abatement Order |
| 3. | Pictures                             |

## Putnam County Property Appraiser

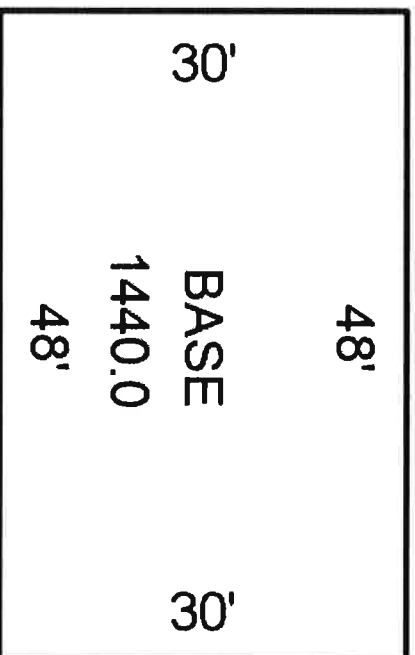
Tim Parker, C.F.A  
Putnam County Property Appraiser



## Putnam County Property Appraiser

Tim Parker, C.F.A.  
Putnam County Property Appraiser

IMP 3 10/26/2015



Sketch by Apex Sketch

42-10-27-6850-1970-0100

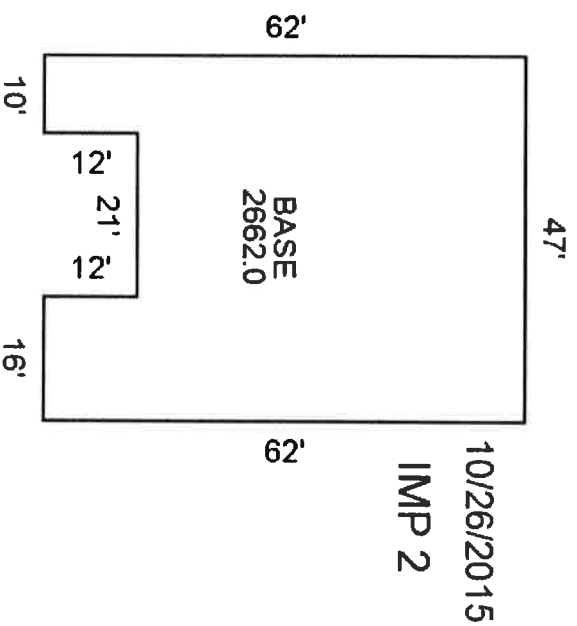
RGM

10/27/2015

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## Putnam County Property Appraiser

Tim Parker, C.F.A  
Putnam County Property Appraiser



Sketch by Apex Sketch

42-10-27-6850-1970-0100

RGM

10/27/2015

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ROBERTA M. CORREA  
MAYOR-COMMISSIONER

TAMMIE McCASKILL  
COMMISSIONER

JUSTIN R. CAMPBELL, SR.  
COMMISSIONER

WILL JONES  
COMMISSIONER

RUFUS J. BOROM  
COMMISSIONER



Regular meetings 2<sup>nd</sup> and 4<sup>th</sup> 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.

## ORDER OF SUMMARY ABATEMENT

This is an order of summary abatement for the property located at: 1122 Bronson St., Palatka, Florida on this 26<sup>th</sup> day of June, 2024.

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

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

- ☒ Accumulation of trash, junk, or debris, living and nonliving plant material, hazard tree(s), and/or stagnant water.
- ☒ Excessive and untended growth of grass, weeds, brush, branches, and other overgrowth.
- ☒ Property being inhabited by, or providing a habitat for, rodents, vermin, reptiles, or other wild animals.
- ☒ Property being a place, or being reasonably conducive to serving as a place, for illegal or illicit activity.
- ☒ Failure to replace or repair with similar or improved material in a reasonable period, not to exceed 60 days, broken or missing building components, including, but not limited to, doors, windows, roofing material, siding, and drives/walks outside the right-of-way.
- ☒ Failure to repair, replace, or remove broken fencing, screening or decorative elements on a developed parcel or lot.
- ☒ Failure of owner of land to keep any sidewalk abutting thereon and all parkways to the curb line free and clear of all weeds, undergrowth, rubbish, debris and trash.
- ☒ Additional threat: The buildings are unsecure and are frequently (i.e. daily) trespassed upon by the unhoused and kids. There are multiple points of unsecured ingress/egress, evidence

201 N. 2<sup>nd</sup> STREET • PALATKA, FLORIDA • 32177

PHONE: 386-329-0100

[www.palatka-fl.gov](http://www.palatka-fl.gov)

FAX: 386-329-0106



of vandalism is rampant, the Assistant Chief of Police observed that they are there nightly and constantly observe people inside the vacant and abandoned buildings, formerly a meat-packing factory. The Fire Chief, Assistant Fire Chief, Assistant Chief of Police, Interim Director of Public Works and City Attorney inspected the exterior of the property and observed multiple public safety risks, the fencing securing the property has been cut open with wire cutters and all doors to the building are standing open and unlocked. The buildings and grounds pose extreme public health and safety risks to the citizens of Palatka.

Summary abatement has been ORDERED and authorized by the city manager.



Date: 6/27/24

**Troy Bell, City Manager of Palatka**























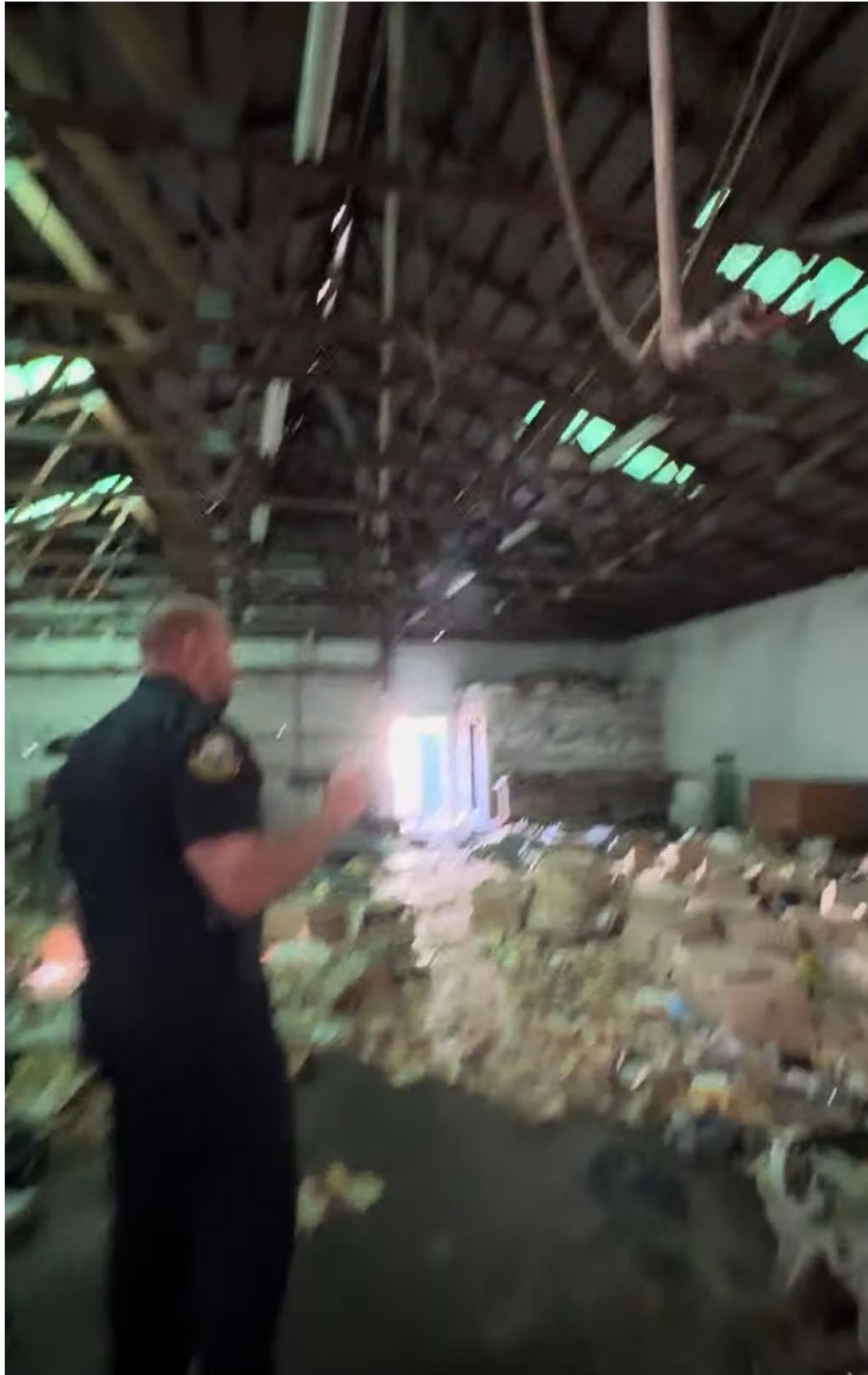












## Case PB 23-27 – Palatka Mall Final Plat

Address: 400 N State Road 19, 02-10-26-0000-1260-0000, 31.63 acres

Applicant: Schippers-Taivah, LLC, Agent Matthews Design Group, LLC

# STAFF REPORT: Final Plat Approval

DATE: November 6, 2024  
TO: City Commission  
FROM: City Staff

## Application Request

The applicant is requesting approval of a Final Plat to subdivide the existing parcel into four (4) parcels therefore creating three (3) new outparcels intended for future development.



Figure 1: Subject Parcel Outlined in Black





**Figure 2:** Subject Parcel Outlined in Black, Future Land Use (FLU)



**Figure 3:** Subject Parcel and Surrounding Parcels, Existing Zoning

## **Background**

The final plat for this subdivision was reviewed and approved by the Planning Board on August 6, 2024. The approval was contingent upon the applicant amending the plat to categorize it as a replat. The property in question has a Future Land Use (FLU) of Commercial (COM) and is zoned Intensive Commercial (C-2). The new outparcels to be created will continue to have the same designation and zoning.

Subsequent to the Planning Board meeting, a meeting was held by staff with the agent and the surveyor of the applicant to address the renaming of the plat as well as other minor corrections. The applicant has made all needed revisions to the final plat and has since been forwarded to the City Commission for consideration and approval.

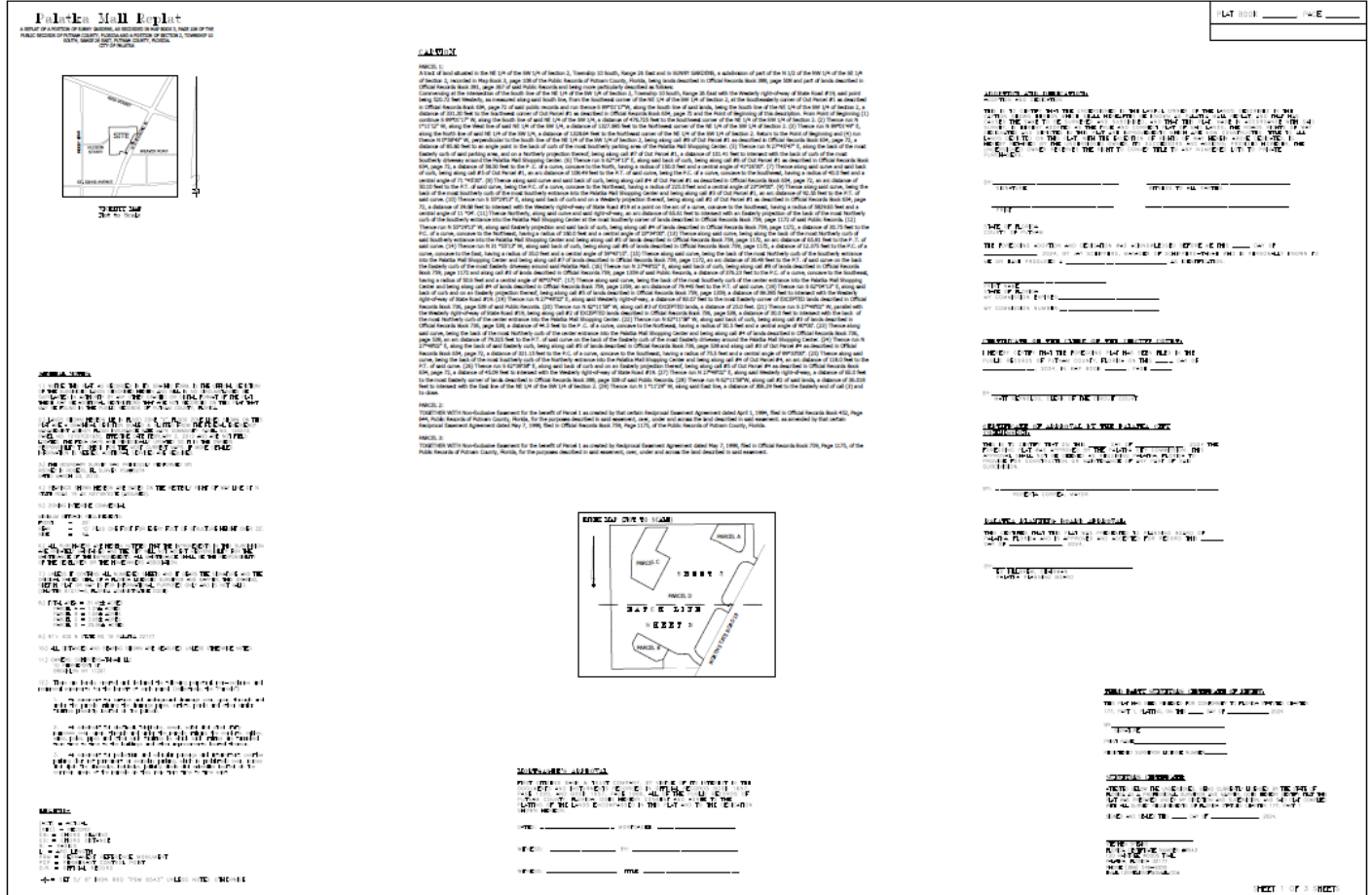
The proposed new outparcels are not required to meet minimum dimensions and will have the following sizes:

- Outparcel A: 59,718 sq. ft. (1.37 acres);
- Outparcel B: 46,292 sq. ft. (1.06 acres);
- Outparcel C: 133,339 sq. ft. (3.06 acres); and
- Outparcel D (mall): 1,130,651 sq. ft. (25.96 acres)

All parcels will use the existing 3 accesses from State Road 19 and an internal roadway. The existing mall is served by a stormwater system previously installed. New development will need to be designed and permitted by local and state agencies.

The proposed subdivision parcels meet development standards and is in conformance with the City of Palatka Code of Ordinances §74-9 and §74-12 and with Florida Statute Chapter 177. The Final Plat is in general conformance and consistent with the previously approved preliminary plat. The applicant has addressed and satisfied the 18 items noted in the staff report for the preliminary plat review. The final plat was reviewed by Morris Surveying & Mapping, Inc., a third party surveyor selected by the city who stated that they have no questions or concerns with the plat.

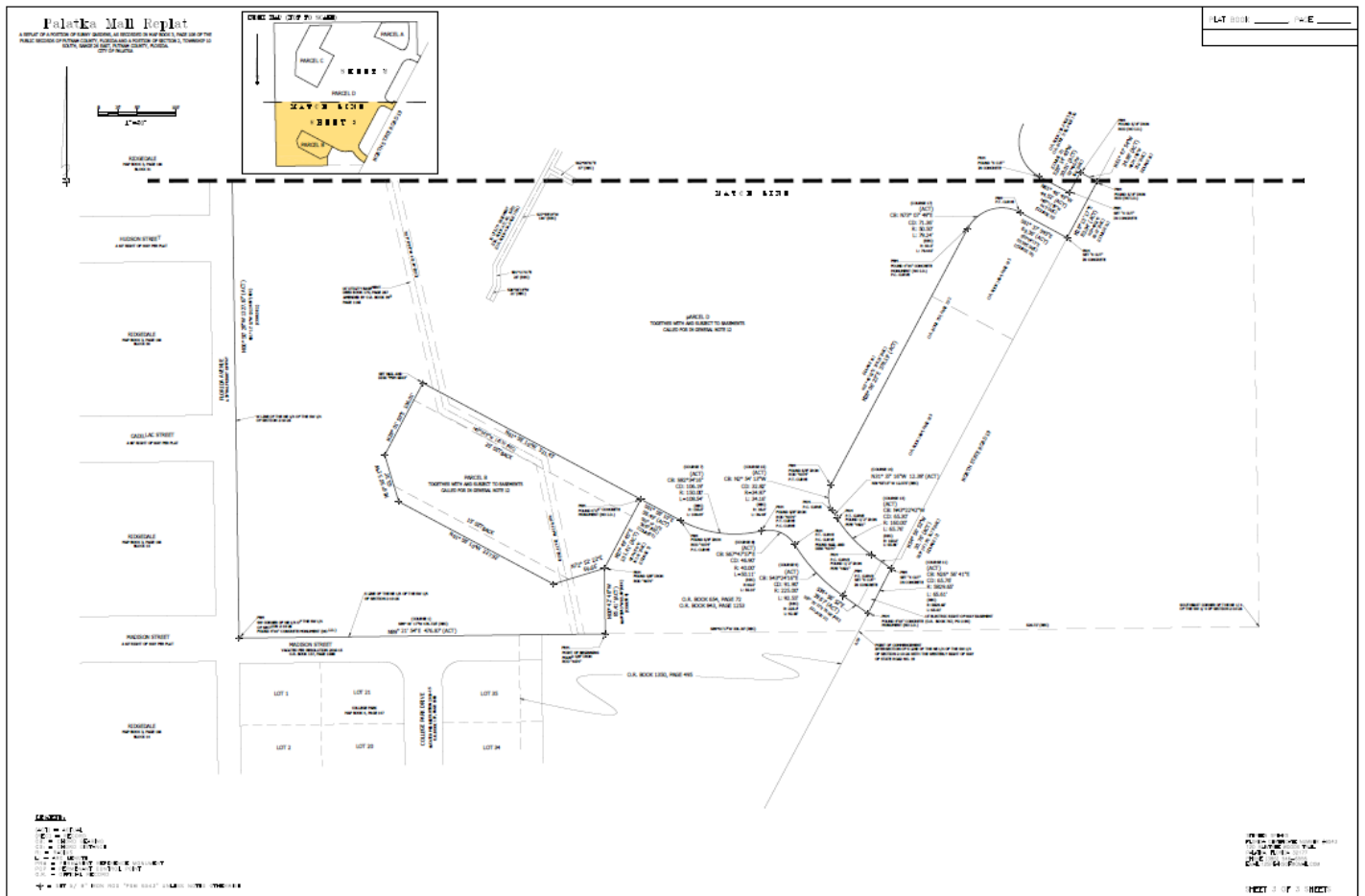
**Figure 4: Proposed Preliminary Plat Sheet 1 (A full size plat is available at City Hall)**







**Figure 6:** Proposed Preliminary Plat Sheet 3 (A full size plat is available at City Hall)



**RESOLUTION NO. 2024-R-230**

**A RESOLUTION OF THE CITY OF PALATKA,  
AUTHORIZING ACCEPTANCE OF THE FINAL PLAT FOR  
SUBDIVISION OF THE PALATKA MALL PROPERTY, 400  
N. S.R. 19, PALATKA, FLORIDA, PARCEL NO. 02-10-26-  
0000-1260-0000, AUTHORIZING ALL REQUIRED  
SIGNATURES ON BEHALF OF THE CITY OF PALATKA;  
AND PROVIDING FOR SCRIVENER'S ERRORS**

**WHEREAS**, application has been made by Schippers-Taivah,LLC for a final plat to create three additional parcels on the site;

**WHEREAS**, there has been filed with the City Clerk of the City of Palatka, Florida, and there is now submitted to the Palatka City Commission, a plat of the following described real estate situated within the corporate boundaries of the city of Palatka, Putnam County, Florida, to-wit:

400 N SR19, Palatka, Florida; Putnam County Parcel Number 02-10-26-0000-1260-0000

NE 1/4 OF SW 1/4, WLY OF SR 19, AND THAT PT OF SUNNY GARDENS, S/D BLK 2  
LOT 4 + PINEWOOD AVE, LYING W LY OF STATE RD 19, OR314 P1767 OR388 PP507  
508, (EX OR452 P636 OR736 P538, OR759 P1172) (SUBJECT TO ESMTS, OR962 P39)

*(See Exhibit "A" which is attached hereto and made a part of this Resolution); and*

**WHEREAS**, said plat lays out and subdivides the above-described tract of real estate into three (3) lots within the present corporate limits of the City of Palatka; and

**WHEREAS**, the Palatka Planning Board held public hearings on August 6, 2024 and recommended Approval of the Plat to the City Commission, and it has been examined by Surveyor Stephen Speaks, and

**WHEREAS**, the City Commission of the City of Palatka, Florida finds that said plat fully complies with the statutes of the State of Florida and the ordinances of the City of Palatka, relative to plats, additions and subdivisions within the corporate limits of the City of Palatka, Florida.

**NOW THEREFORE**, be it resolved by the City Commission of the City of Palatka as follows:

1. said plat named and designated as Palatka Mall Replat, be and the same is hereby approved and accepted by the City Commission of the City of Palatka, Florida, subject to the filing of required certificates, execution by all parties as required, and subject to completion of final inspection requirements.
2. the Mayor, City Clerk and Chair of the Palatka Planning Board are hereby authorized to place their signatures and the Seal of the City of Palatka upon the plat to certify upon said  
Plat the examination, consent, approval and acceptance of the same by the City Commission of the City of Palatka in order that said Plat may be recorded in the Public Records of Putnam County, Florida at the Office of the Putnam County Clerk of Courts; and upon such certification and recording the dedication of public streets, as well as the granting and vacating of easements, all as provided for in the Subdivision Documents, shall be accepted and approved; 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 this 14th day of November, 2024, by the City Commission of the City of Palatka, Florida.**

**CITY OF PALATKA**

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

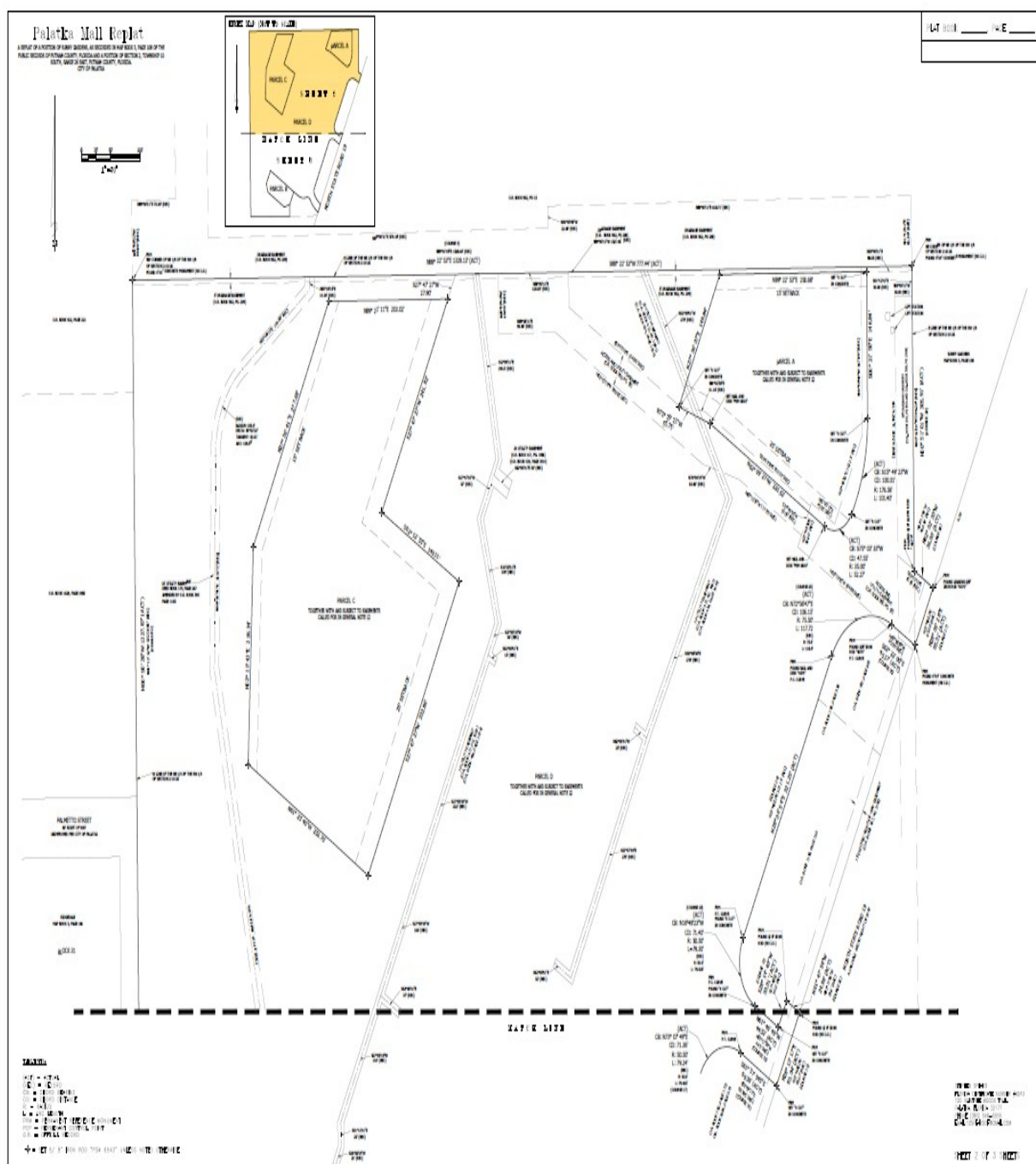
ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

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

[illegible]

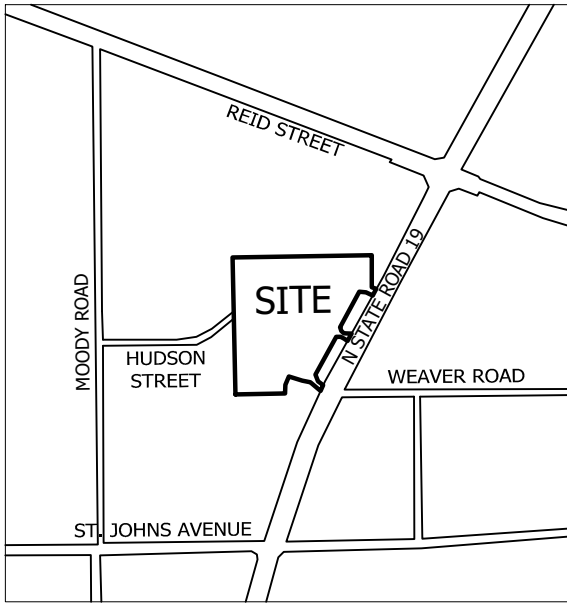






Palatka Mall Replat

A REPLAT OF A PORTION OF SUNNY GARDENS, AS RECORDED IN MAP BOOK 3, PAGE 108 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA AND A PORTION OF SECTION 2, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA.  
CITY OF PALATKA



VICINITY MAP  
Not to Scale

GENERAL NOTES:

- 1.) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORMAT OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.
- 2.) LANDS SHOWN HEREON LIE IN FLOOD ZONE "X", FLOOD ZONE LINES SHOWN ON THIS PLAT ARE A GRAPHICAL DEPICTION SCALED & PLOTTED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS COMMUNITY PANEL NO. 120273, PANEL NO. 12107C0193C, EFFECTIVE DATE FEBRUARY 2, 2012 AND ARE NOT FIELD LOCATED. THE FEMA MAPS ARE PERIODICALLY UPDATED SO IT IS THE OWNERS RESPONSIBILITY TO CHECK FOR THE MOST CURRENT MAPS. IF MORE DETAILED INFORMATION IS NEEDED, ADDITIONAL SERVICES ARE REQUIRED.
- 3.) THE BOUNDARY SURVEY WAS PREVIOUSLY PERFORMED BY:  
RODNEY K ROGERS, FL SURVEY PSM#5274  
DATED MARCH 23, 2012.
- 4.) BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF N STATE ROAD 19 AS N27°48'02"E (ASSUMED).
- 5.) ZONING INTENSIVE COMMERCIAL
- MINIMUM SETBACK REQUIREMENTS:  
FRONT = 25'  
REAR = 15' PLUS ONE FOOT FOR EVERY FOOT OF STRUCTURE HEIGHT OVER 35'.  
SIDE = NA
- 6.) ALL PURCHASERS ARE HEREIN NOTIFIED THAT THE IMPROVEMENTS IN THIS SUBDIVISION ARE PRIVATELY MAINTAINED AND THE CITY WILL NOT ACCEPT RESPONSIBILITY FOR THE MAINTENANCE OF THE IMPROVEMENTS. ALL MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR THE HOMEOWNERS ASSOCIATION.
- 7.) UNLESS IT CONTAINS ALL NUMBERED SHEETS AND IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.  
(CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE)
- 8.) TOTAL AREA = 31.45± ACRES  
PARCEL A = 1.37± ACRES  
PARCEL B = 1.06± ACRES  
PARCEL C = 3.06± ACRES  
PARCEL D = 25.96± ACRES
- 9.) 911: 400 N STATE RD 19 PALATKA 32177
- 10.) ALL DISTANCES AND BEARING SHOWN ARE MEASURED UNLESS OTHERWISE NOTED.
- 11.) OWNERS: SCHIPPERS-TAIVAH LLC  
10 PIERREPONT ST  
BROOKLYN NY 11201
- 12.) There are hereby created and declared the following perpetual, non-exclusive and reciprocal easements for the benefit of each parcel (collectively, the "Parcels"):
- An easement for surface and underground drainage over, upon, through and under the parcels utilizing the drainage pipes, outlets, ponds and other similar facilities presently located on the parcels.
  - An easement for electrical, telephone, sewer, water and other utility purposes over, upon, through and under the parcels utilizing the conduits, cables, wires, poles, pipes and other such facilities by which such utilities are furnished from time to time to the buildings and other improvements located thereon.
  - An easement for pedestrian and vehicular passage and intermittent, overflow parking (but not permanent or everyday parking, which is prohibited) over, across and upon the driveways, roadways, parking areas and sidewalks located on the common areas of the parcels as they may from time to time exist.

LEGEND:

(ACT) = ACTUAL  
(REC) = RECORD  
CB: = CHORD BEARING  
CD: = CHORD DISTANCE  
R: = RADIUS  
L: = ARC LENGTH  
PRM = PERMANENT REFERENCE MONUMENT  
PCP = PERMENANT CONTROL POINT  
O.R. = OFFICIAL RECORD

✦ = SET 5/ 8" IRON ROD "PSM 6543" UNLESS NOTED OTHERWISE

CAPTION

PARCEL 1:

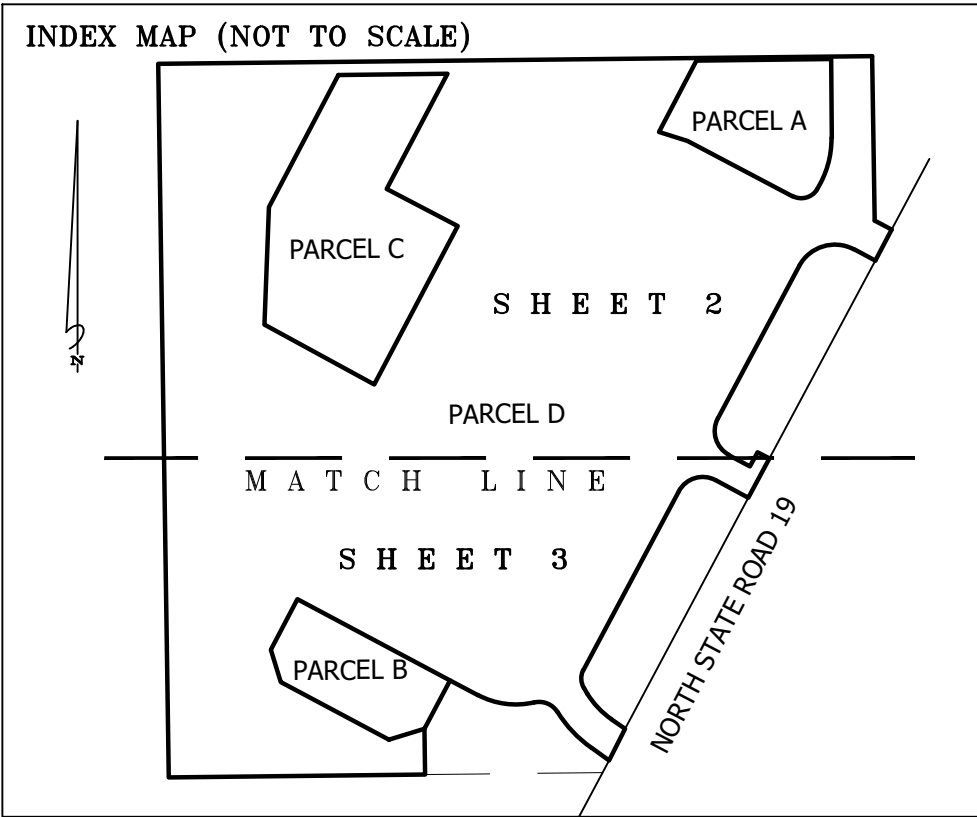
A tract of land situated in the NE 1/4 of the SW 1/4 of Section 2, Township 10 South, Range 26 East and in SUNNY GARDENS, a subdivision of part of the N 1/2 of the NW 1/4 of the SE 1/4 of Section 2, recorded in Map Book 3, page 108 of the Public Records of Putnam County, Florida, being lands described in Official Records Book 388, page 508 and part of lands described in Official Records Book 381, page 367 of said Public Records and being more particularly described as follows:  
Commencing at the intersection of the South line of the NE 1/4 of the SW 1/4 of Section 2, Township 10 South, Range 26 East with the Westerly right-of-way of State Road #19, said point being 520.72 feet Westerly, as measured along said South line, from the Southeast corner of the NE 1/4 of the SW 1/4 of Section 2, at the Southeasterly corner of Out Parcel #1 as described in Official Records Book 654, page 72 of said public records and run thence S 89°01'17"W, along the South line of said lands, being the South line of the NE 1/4 of the SW 1/4 of Section 2, a distance of 331.30 feet to the Southwest corner of Out Parcel #1 as described in Official Records Book 654, page 72 and the Point of Beginning of this description. From Point of Beginning (1) continue S 89°01'17" W, along the South line of said NE 1/4 of the SW 1/4, a distance of 476.725 feet to the Southwest corner of the NE 1/4 of the SW 1/4 of Section 2. (2) Thence run N 1°11'12" W, along the West line of said NE 1/4 of the SW 1/4, a distance of 1327.695 feet to the Northwest corner of the NE 1/4 of the SW 1/4 of Section 2. (3) Thence run N 89°01'49" E, along the North line of said NE 1/4 of the SW 1/4, a distance of 1328.64 feet to the Northeast corner of the NE 1/4 of the SW 1/4 of Section 2. Return to the Point of Beginning and (4) run thence N 0°58'43" W, perpendicular to the South line of the NE 1/4 of the SW 1/4 of Section 2, being along call #8 of Out Parcel #1 as described in Official Records Book 654, page 72, a distance of 85.60 feet to an angle point in the back of curb of the most Southerly parking area of the Palatka Mall Shopping Center. (5) Thence run N 27°45'47" E, along the back of the most Easterly curb of said parking area, and on a Northerly projection thereof, being along call #7 of Out Parcel #1, a distance of 101.41 feet to intersect with the back of curb of the most Southerly driveway around the Palatka Mall Shopping Center. (6) Thence run S 62°14'13" E, along said back of curb, being along call #6 of Out Parcel #1 as described in Official Records Book 654, page 72, a distance of 58.50 feet to the P. C. of a curve, concave to the North, having a radius of 150.0 feet and a central angle of 41°26'30". (7) Thence along said curve and said back of curb, being along call #5 of Out Parcel #1, an arc distance of 108.49 feet to the P.T. of said curve, being the P.C. of a curve, concave to the Southwest, having a radius of 40.0 feet and a central angle of 71°45'30". (8) Thence along said curve and said back of curb, being along call #4 of Out Parcel #1 as described in Official Records Book 654, page 72, an arc distance of 50.10 feet to the P.T. of said curve, being the P.C. of a curve, concave to the Northeast, having a radius of 225.0 feet and a central angle of 23°34'00". (9) Thence along said curve, being the back of the most Southerly curb of the most Southerly entrance into the Palatka Mall Shopping Center and being along call #3 of Out Parcel #1, an arc distance of 92.55 feet to the P.T. of said curve. (10) Thence run S 55°29'13" E, along said back of curb and on a Westerly projection thereof, being along call #2 of Out Parcel #1 as described in Official Records Book 654, page 72, a distance of 39.68 feet to intersect with the Westerly right-of-way of State Road #19 at a point on the arc of a curve, concave to the Southeast, having a radius of 5829.65 feet and a central angle of 11°04'. (11) Thence Northerly, along said curve and said right-of-way, an arc distance of 65.61 feet to intersect with an Easterly projection of the back of the most Northerly curb of the Southerly entrance into the Palatka Mall Shopping Center at the most Southerly corner of lands described in Official Records Book 759, page 1172 of said Public Records. (12) Thence run N 55°29'13" W, along said Easterly projection and said back of curb, being along call #4 of lands described in Official Records Book 759, page 1172, a distance of 30.75 feet to the P.C. of a curve, concave to the Northeast, having a radius of 160.0 feet and a central angle of 23°34'00". (13) Thence along said curve, being along the back of the most Northerly curb of said Southerly entrance into the Palatka Mall Shopping Center and being along call #5 of lands described in Official Records Book 759, page 1172, an arc distance of 65.81 feet to the P.T. of said curve. (14) Thence run N 31°55'13" W, along said back of curb, being along call #6 of lands described in Official Records Book 759, page 1172, a distance of 12.375 feet to the P.C. of a curve, concave to the East, having a radius of 35.0 feet and a central angle of 59°43'15". (15) Thence along said curve, being the back of the most Northerly curb of the Southerly entrance into the Palatka Mall Shopping Center and being along call #7 of lands described in Official Records Book 759, page 1172, an arc distance of 36.48 feet to the P.T. of said curve on the back the Easterly curb of the most Easterly driveway around said Palatka Mall. (16) Thence run N 27°48'02" E, along said back of curb, being along call #8 of lands described in Official Records Book 759, page 1172 and along call #3 of lands described in Official Records 759, page 1359 of said Public Records, a distance of 376.23 feet to the P.C. of a curve, concave to the Southeast, having a radius of 50.5 feet and a central angle of 90°07'45". (17) Thence along said curve, being the back of the most Southerly curb of the center entrance into the Palatka Mall Shopping Center and being along call #4 of lands described in Official Records Book 759, page 1359, an arc distance of 79.445 feet to the P.T. of said curve. (18) Thence run S 62°04'13" E, along said back of curb and on an Easterly projection thereof, being along call #5 of lands described in Official Records Book 759, page 1359, a distance of 69.385 feet to intersect with the Westerly right-of-way of State Road #19. (19) Thence run N 27°48'02" E, along said Westerly right-of-way, a distance of 83.07 feet to the most Easterly corner of EXCEPTED lands described in Official Records Book 736, page 538 of said Public Records. (20) Thence run N 62°11'58" W, along call #3 of EXCEPTED lands, a distance of 25.0 feet. (21) Thence run S 27°48'02" W, parallel with the Westerly right-of-way of State Road #19, being along call #2 of EXCEPTED lands described in Official Records Book 736, page 538, a distance of 30.0 feet to intersect with the back of the most Northerly curb of the center entrance into the Palatka Mall Shopping Center. (22) Thence run N 62°11'58" W, along said back of curb, being along call #3 of lands described in Official Records Book 736, page 538, a distance of 44.5 feet to the P. C. of a curve, concave to the Northeast, having a radius of 50.5 feet and a central angle of 90°00". (23) Thence along said curve, being the back of the most Northerly curb of the center entrance into the Palatka Mall Shopping Center and being along call #4 of lands described in Official Records Book 736, page 538, an arc distance of 79.325 feet to the P.T. of said curve on the back of the Easterly curb of the most Easterly driveway around the Palatka Mall Shopping Center. (24) Thence run N 27°48'02" E, along the back of said Easterly curb, being along call #5 of lands described in Official Records Book 736, page 538 and along call #3 of Out Parcel #4 as described in Official Records Book 654, page 72, a distance of 321.15 feet to the P.C. of a curve, concave to the Southeast, having a radius of 75.5 feet and a central angle of 89°33'00". (25) Thence along said curve, being the back of the most Southerly curb of the Northerly entrance into the Palatka Mall Shopping Center and being along call #4 of Out Parcel #4, an arc distance of 118.0 feet to the P.T. of said curve. (26) Thence run S 62°38'58" E, along said back of curb and on an Easterly projection thereof, being along call #5 of Out Parcel #4 as described in Official Records Book 654, page 72, a distance of 45.09 feet to intersect with the Westerly right-of-way of State Road #19. (27) Thence run N 27°48'02" E, along said Westerly right-of-way, a distance of 65.0 feet to the most Easterly corner of lands described in Official Records Book 388, page 508 of said Public Records. (28) Thence run N 62°11'58"W, along call #2 of said lands, a distance of 36.018 feet to intersect with the East line of the NE 1/4 of the SW 1/4 of Section 2. (29) Thence run N 1°11'29" W, along said East line, a distance of 306.29 feet to the Easterly end of call (3) and to close.

PARCEL 2:

TOGETHER WITH Non-Exclusive Easement for the benefit of Parcel 1 as created by that certain Reciprocal Easement Agreement dated April 1, 1984, filed in Official Records Book 452, Page 644, Public Records of Putnam County, Florida, for the purposes described in said easement, over, under and across the land described in said easement. as amended by that certain Reciprocal Easement Agreement dated May 7, 1998, filed in Official Records Book 759, Page 1175, of the Public Records of Putnam County, Florida.

PARCEL 3:

TOGETHER WITH Non-Exclusive Easement for the benefit of Parcel 1 as created by Reciprocal Easement Agreement dated May 7, 1998, filed in Official Records Book 759, Page 1175, of the Public Records of Putnam County, Florida, for the purposes described in said easement, over, under and across the land described in said easement.



MORTGAGEE'S APPROVAL

FIRST CITIZENS BANK & TRUST COMPANY, BY VIRTUE OF ITS INTEREST IN THE DOCUMENTS AND INSTRUMENTS RECORDED IN OFFICIAL RECORDS BOOK 1657, PAGE 1220, AND BOOK 1657, PAGE 1969, ALL OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, DOES HEREBY CONSENT AND AGREE TO THE PLATTING OF THE LANDS ENCOMPASSED IN THIS PLAT AND TO THE DEDICATION SHOWN HEREON.

DATED: \_\_\_\_\_ MORTGAGEE: \_\_\_\_\_

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_

WITNESS: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADOPTION AND DEDICATION:

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION SHOWN HEREON WHICH SHALL HEREAFTER BE KNOWN AS PALATKA MALL REPLAT, AND THAT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS; THE ROADS RIGHTS OF WAY DESIGNATED AND DEPICTED IN THIS PLAT ARE IMPROVEMENTS WHICH ARE NOW CONSTRUCTED. TITLE TO ALL LANDS DEPICTED ON THIS PLAT, WITH THE EXCEPTION OF RIGHTS OF WAY HEREIN ABOVE DEDICATED, IS HEREBY RETAINED BY THE UNDERSIGNED OWNER, ITS SUCCESSORS AND ASSIGNS; PROVIDED HOWEVER, THE UNDERSIGNED OWNER RESERVES THE RIGHT TO CONVEY TITLE TO ANY NUMBERED LOTS TO PRIVATE PURCHASERS.

BY: \_\_\_\_\_  
SIGNATURE \_\_\_\_\_ WITNESS TO ALL PARTIES \_\_\_\_\_

PRINT \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PUTNAM

THE FOREGOING ADOPTION AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024, BY JAY SCHIPPERS, MANAGER OF SCHIPPERS-TAIVAH WHO IS PERSONALLY KNOWN TO ME OR HAVE PRODUCED A \_\_\_\_\_ AS IDENTIFICATION.

PRINT NAME \_\_\_\_\_  
STATE OF FLORIDA  
MY COMMISSION EXPIRES: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

CERTIFICATE OF THE CLERK OF THE CIRCUIT COURT:

I HEREBY CERTIFY THAT THE FOREGOING PLAT HAS BEEN FILED IN THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024, IN MAP BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

BY: \_\_\_\_\_  
MAIT REYNOLDS, CLERK OF THE CIRCUIT COURT

CERTIFICATE OF APPROVAL BY THE PALATKA CITY COMMISSION:

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024 THE FOREGOING PLAT WAS APPROVED BY THE PALATKA CITY COMMISSION. THIS APPROVAL SHALL NOT BE DEEMED AS REQUIRING PALATKA, FLORIDA TO PROVIDE FOR CONSTRUCTION OR MAINTENANCE OF ANY PART OF SAID SUBDIVISION.

BY: \_\_\_\_\_  
ROBERTA CORREA, MAYOR

PALATKA PLANNING BOARD APPROVAL:

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO PLANNING BOARD OF PALATKA, FLORIDA AND IS APPROVED AND ACCEPTED FOR RECORD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

BY: \_\_\_\_\_  
ED KILLBREW, CHAIRMAN  
PALATKA PLANNING BOARD

THIRD PARTY SURVEYORS CERTIFICATE OF REVIEW:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024

BY: \_\_\_\_\_  
SIGNATURE \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

REGISTERED SURVEYOR LICENSE NUMBER: \_\_\_\_\_

SURVEYORS CERTIFICATE:

ATTESTED BELOW THE UNDERSIGNED, BEING CURRENTLY LICENSED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, AND SAID PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF FLORIDA STATUTES CHAPTER 177, PART 1

SIGNED AND SEALED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

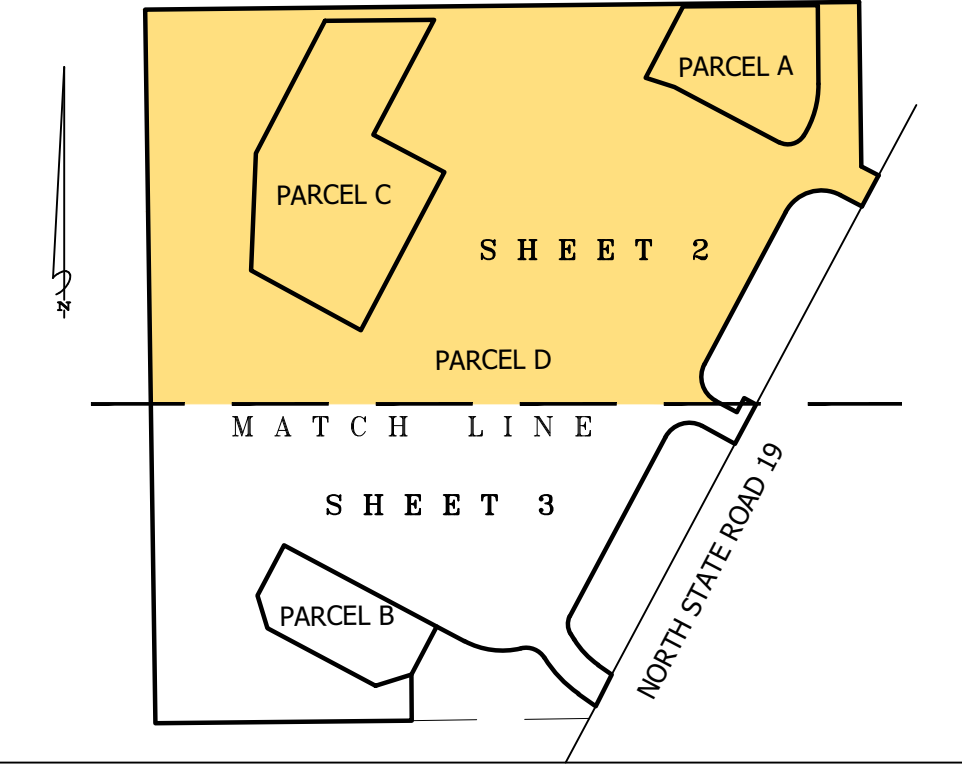
STEPHEN SPEAKS  
FLORIDA CERTIFICATE NUMBER #6543  
120 RAINTREE WOODS TRAIL  
PALATKA, FLORIDA 32177  
PHONE (386) 546-6555  
EMAIL:12SPEAKSOF@GMAIL.COM



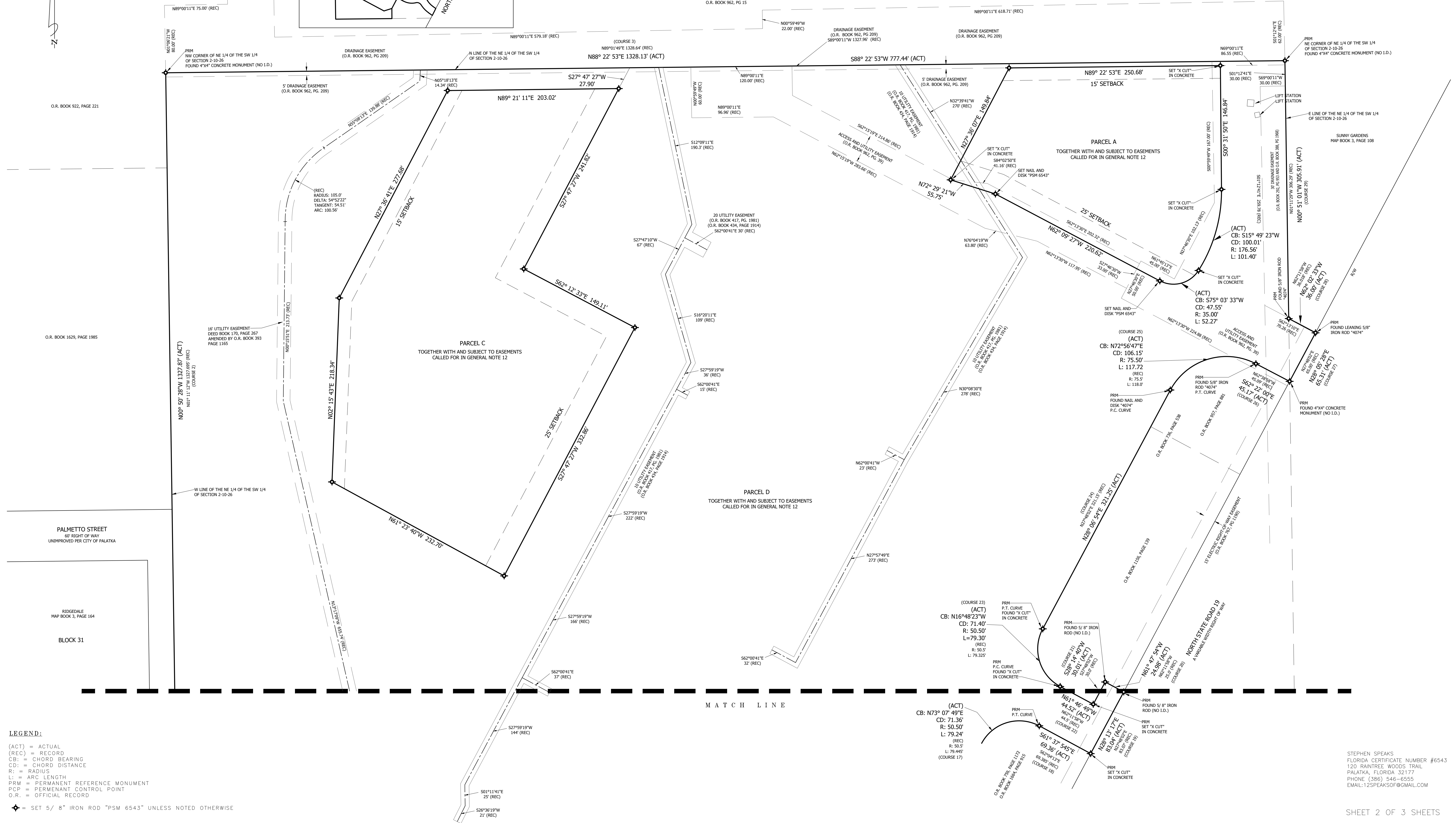
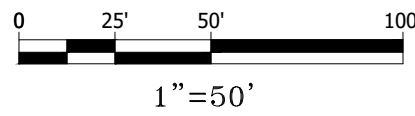
Palatka Mall Replat

A REPLAT OF A PORTION OF SUNNY GARDENS, AS RECORDED IN MAP BOOK 3, PAGE 108 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA AND A PORTION OF SECTION 2, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA, CITY OF PALATKA

INDEX MAP (NOT TO SCALE)



PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_



**LEGEND:**  
(ACT) = ACTUAL  
(REC) = RECORD  
CB: = CHORD BEARING  
CD: = CHORD DISTANCE  
R: = RADIUS  
L: = ARC LENGTH  
PRM = PERMANENT REFERENCE MONUMENT  
PCP = PERMANENT CONTROL POINT  
O.R. = OFFICIAL RECORD  
◆ = SET 5/ 8" IRON ROD "PSM 6543" UNLESS NOTED OTHERWISE

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PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

0 25' 50' 100'  
1"=50'

RIDGEDALE  
MAP BOOK 3, PAGE 164  
BLOCK 31

HUDSON STREET  
A 60' RIGHT OF WAY PER PLAT

RIDGEDALE  
MAP BOOK 3, PAGE 164  
BLOCK 30

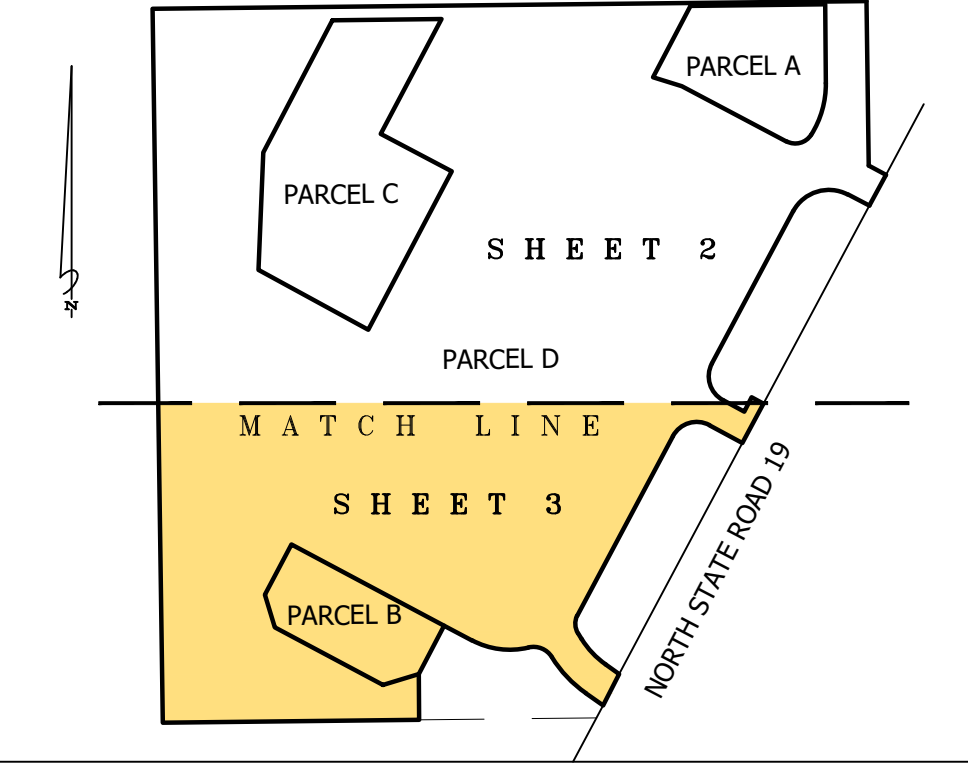
CADILLAC STREET  
A 60' RIGHT OF WAY PER PLAT

RIDGEDALE  
MAP BOOK 3, PAGE 164  
BLOCK 15

MADISON STREET  
A 60' RIGHT OF WAY PER PLAT

RIDGEDALE  
MAP BOOK 3, PAGE 164  
BLOCK 14

INDEX MAP (NOT TO SCALE)



MATCH LINE

PARCEL D  
TOGETHER WITH AND SUBJECT TO EASEMENTS  
CALLED FOR IN GENERAL NOTE 12

PARCEL B  
TOGETHER WITH AND SUBJECT TO EASEMENTS  
CALLED FOR IN GENERAL NOTE 12

MADISON STREET  
VACATED PER RESOLUTION 2016-15  
O.R. BOOK 137, PAGE 1588

LOT 1

LOT 21

COLLEGE PARK  
MAP BOOK 4, PAGE 147

LOT 2

LOT 20

COLLEGE PARK DRIVE  
VACATED PER RESOLUTION 2016-15  
O.R. BOOK 137, PAGE 1588

LOT 35

LOT 34

LEGEND:

(ACT) = ACTUAL  
(REC) = RECORD  
CB: = CHORD BEARING  
CD: = CHORD DISTANCE  
R: = RADIUS  
L: = ARC LENGTH  
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SHEET 3 OF 3 SHEETS

# MORRIS SURVEYING & MAPPING, INC.

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P.O. Box 1230  
Hawthorne, FL 32640  
Phone 352-213-1200  
[epmorris@bellsouth.net](mailto:epmorris@bellsouth.net)



Date: June 17, 2024

RE: Palatka Mall Plat Review

I have reviewed the Plat prepared by Stephen Speaks of "Palatka Mall", we have no questions or concerns. Let me know if you have any comments.

Thank you,

Ellery P. Morris  
PSM #4004  
Morris Surveying and Mapping

A handwritten signature in blue ink, appearing to read "Ellery P. Morris".